

UNITED STATES BANKRUPTCY COURT

DISTRICT OF New Jersey

In re: Trump's Castle Associates

Debtor(s)

Case No.

(If Known)

92-1119 JAW

See summary below for the list of schedules. Include Unsworn Declaration under Penalty of Perjury at the end.

GENERAL INSTRUCTIONS: Schedules D, E and F have been designed for the listing of each claim only once. Even when a claim is secured only in part or entitled to priority only in part, it still should be listed only once. A claim which is secured in whole or in part should be listed on Schedule D only, and a claim which is entitled to priority in whole or in part should be listed in Schedule E only. Do not list the same claim twice. If a creditor has more than one claim, such as claims arising from separate transactions, each claim should be scheduled separately.

Review the specific instructions for each schedule before completing the schedule.

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I and the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtors assets. Add the amounts from Schedules E and F to determine the total amount of the debtors liabilities.

Name of Schedule	Attached (Yes/No)	Number of sheets	Amounts Scheduled		
			Assets	Liabilities	Other
A - Real Property	Yes	2	331,331,326		
B - Personal Property	Yes	13	48,820,680		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		388,715,464	
E - Creditors Holding Unsecured Priority Claims	Yes	151		5,218,836	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	40		43,719,790	
G - Executory Contracts and Unexpired Leases	Yes	24			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of All Schedules		233			
Total Assets			380,152,006		
			Total Liabilities	437,654,090	

In re:

Trump's Castle Associates

Debtor(s)

Case No.

(if known)

**SCHEDULE A - REAL PROPERTY**

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
Trumps Castle Associates Huron Avenue & Brigantine Blvd. Atlantic City, N.J. 08401	Fee Ownership		305,595,388 *	305,595,388
Frank S. Farley State Marina 600 Huron Avenue Atlantic City, N.J. 08401  See Schedule A (1 Page)	Leasehold Ownership		25,735,938 *	

**SCHEDULE B - PERSONAL PROPERTY**

Total ->

\$ 331,331,326

(Report also on Summary of Schedules.)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand		See Schedule B-1 (1 Page)		6,357,328
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and home- stead associations, or credit unions, brokerage houses, or cooperatives.		See Schedule B-2 (1 Page)		9,429,064
3. Security deposits with public utilities, telephone companies, landlords, and others.		See Schedule B-3 (1 Page)		238,800
4. Household goods and furnishings including audio, video and computer equipment.	N			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	N			
6. Wearing apparel.	N			
7. Furs and jewelry.	N			
8. Firearms and sports, photographic, and other hobby equipment.	N			
9. Interests in insurance policies, same insurance company of each policy and itemize surrender or fund value of each.	N			

\* Represents Book Value

PERSONAL PROPERTY

In re

Trump's Castle Associates

Debtor(s)

Case No.

(if known)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
10 Annuities. Remize and name each issuer.	N			
11 Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Remize.	N	See Schedule B-12 ( 1 Page )		Unknown
12 Stock and interests in incorporated and unincorporated businesses. Remize.	N			
13 Interest in partnerships or joint ventures. Remize.	N			
14 Government and corporate bonds and other negotiable and nonnegotiable instruments.	N	See Schedule B-14 ( 1 Page )		2,113,332
15 Accounts receivable.	N	See Schedule B-15 ( 1 Page )		10,355,048
16 Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	N			
17 Other liquidated debts owing debtor including tax refunds. Give particulars.	N			
18 Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	N			
19 Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	N	See Schedule B-20 ( 1 Page )		Unknown
20 Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	N			
21 Patents, copyrights, and other intellectual property. Give particulars.	N			
22 Licenses, franchises, and other general intangibles. Give particulars.	N	See Schedule B-22 ( 1 Page )		Unknown
23 Automobiles, trucks, trailers, and other vehicles and accessories.	N	See Schedule B-23 ( 1 Page ) *		64,331
24 Boats, motors, and accessories.	N			
25 Aircraft and accessories.	N			
26 Office equipment, furnishings, and supplies.	N	See Schedule B-26 ( 1 Page ) *		14,856,658
27 Machinery, fixtures, equipment, and supplies used in business.	N	See Schedule B-27 ( 1 Page ) *		3,500,935
28 Inventory.	N	See Schedule B-28 ( 1 Page ) *		1,905,184
29 Animals.	N			
30 Crops - growing or harvested. Give particulars.	N			
31 Farming equipment and implements.	N			
32 Farm supplies, chemicals, and feed.	N			
33 Other personal property of any kind not already listed. Remize.	N			
(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules)			Total ->	\$ 48,820,680
12	continuation sheets attached			

\* Represents Book Value

Trump's Castle Associates

Debtor(s)

Case No.

(if known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	DEBT	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	C U D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION IF ANY
ACCOUNT NO. Trump's Castle Funding, Inc. Assigned to First Bank National Assn.			June 27, 1985 Series A-1 First Mortgage Bonds Casino/Hotel VALUE \$ Unknown		204,120,000 34,592,716	Unknown
ACCOUNT NO. XXXXXXXXXXXXXXXXXXXX 200 South 6th Street Minneapolis, MN 55402			June 27, 1985 Series A-2 First Mortgage Bonds Casino/Hotel VALUE \$ Unknown		83,529,000 10,784,610	Unknown
ACCOUNT NO. Midlantic National Bank Metro Park Plaza 499 Thornall Street Edison, N.J. 08818			February 16, 1988 Revolving Credit/Term Loan Casino/Hotel VALUE \$ Unknown		50,000,000	Unknown
ACCOUNT NO. Fred Trump 2611 West 2nd Street Brooklyn, N.Y. 11223			December 1990 Purchase of Gaming Chips VALUE \$ Unknown		3,500,000	Unknown
ACCOUNT NO. Amplicon Inc. 2020 E. 1st Street Suite 401 Santa Ana, CA 92705			Data Processing Equipment VALUE \$ Unknown		277,506	Unknown
ACCOUNT NO. RMWCOO1179623 National Union Fire Insurance Co. 70 Pine Street New York, N.Y. 10005			Various Dates Workman's Compensation Letter of Credit VALUE \$ Unknown		843,730	Unknown
ACCOUNT NO. Roger Wagner Trump's Castle Hotel & Casino Huron Ave. & Brigaantine Blvd. Atlantic City, N.J. 08401			Accrued Vacation & Sick Leave Pay Secured Escrow Account VALUE \$ Unknown		22,423	None
ACCOUNT NO. Universal Distributing of Nevada 651 Mill Road Suite C Absecon, N.J. 08201			Trade VALUE \$ Unknown		684,610	Unknown
ACCOUNT NO. A.C. Coin & Slot 14 W. Mulberry Ave. Pleasantville, N.J. 08232			Trade VALUE \$ Unknown		360,869	Unknown

Subtotal -> \$ 388,715,464  
 (Total of this page)  
 Total -> \$ 388,715,464  
 (use only on last page)

continuation sheets attached

(Report total also on Summary of Schedules)

In re Trump's Castle Associates

Debtor(s)

Case No.

(if known)

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPE OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

- Extensions of credit in an involuntary case  
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).
- Wages, salaries, and commissions  
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees, up to a maximum of \$2000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(e)(3).
- Contributions to employee benefit plans  
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).
- Certain farmers and fishermen  
Claims of certain farmers and fishermen, up to a maximum of \$2000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(e)(5).
- Deposits by individuals  
Claims of individuals up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(e)(6).
- Taxes and Certain Other Debts Owed to Governmental Units  
Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(e)(7).

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	ACCOUNT NO.	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C U D	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
Employee Claims		See Schedule E-1 (94 Pages)		2,572,058.39.	Up to \$2,000 per employee claim
Employee Benefits and Claims Merrill Lynch P.O. Box 30434 New Brunswick, N.J. 08989-0438 Attn: Kitty Wu, Plan Administrator		See Schedule E-2 (a) (58 Pages)		615,413.26	To the extent available after 507(a) (3) priority
Unions and Workmens Compensation Plans		See Schedule E-2(b) (1 Page)		936,061.80	To the extent available after 507(a) (3) priority
Internal Revenue Service Special Procedures 970 Broad Street Newark, N.J. 07102		See Schedule E-3 (1 Page)		259,064.02	259,064.02
N.J. Division of Taxation CN269 Trenton, N.J. 08646		See Schedule E-3 (1 Page)		836,238.32	836,238.32

Subtotal ->  
(Total of this page)

\$ 5,218,836

Total ->

\$

153 Continuation sheets attached.

(use only on last page of the completed Schedule E.) (Report total also on Summary of Schedules)



In re. Trump's Castle Associates

Debtor(s)

Case No.

(if known)

### SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO DE BT	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	C U D	AMOUNT OF CLAIM
ACCOUNT NO. Robert J. Del Tufo Attorney Generals Office Hughes Justice Complex Trenton, N.J. 08625			For Notice Purposes	C U D	Unknown
ACCOUNT NO. Teremy D. Frey U.S. Attorney In Charge Camden, N.J. Division 401 Market Street 5th Floor Camden, N.J. 08101			For Notice Purposes	C U D	Unknown
Donald J. Trump 725 Fifth Ave. New York, N.Y. 10022			99.98% Partnership interest in Debtor Demand Notes - Principal only		Unknown 28,265,000.00
ACCOUNT NO. Trump's Castle Hotel and Casino, Inc. Thuron Ave. and Brigantine Blvd Atlantic City, N.J. 08401			.02% Partnership interest in Debtor		Unknown
ACCOUNT NO. List Of Litigants			See Schedule 7-4(a)	C U D	Unknown
ACCOUNT NO. Executory Contract Claimants			See Schedule G	C U	Unknown
ACCOUNT NO. Midlantic National Bank Metro Park Plaza 499 Thornall Street Edison, N.J. 08818			Grid Note date June 1988 as modified		13,000,000.00
Trade Vendors			See Schedule F-1 (38 Pages)		2,454,789.99
ACCOUNT NO.					

Sheet no. 1 of 2 sheets attached to Schedule of Creditors Holding Nonpriority Claims.

Subtotal -> \$ 43,719,790  
(Total of this page)

Total -> \$

(Use only on last page of completed Schedule F.)  
(Report total also on Summary of Schedules)

In re Trump's Castle Associates

Debtor(s)

Case No.

(if known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO DE ST	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C U D	AMOUNT OF CLAIM
ACCOUNT NO.					
All secured creditors listed in the Schedule of Trump's Castle Funding, Inc. filed simultaneously herewith.					Unknown
ACCOUNT NO.					
Rollins Burdick Hunter of N.J., Inc. Bayport One, Suite 200, Yacht Club Dr. West Atlantic City, N.J. 08232			June 2, 1985 to April 15, 1990 Wrap - up Insurance Premium and Retroactive Workers Compensation Premium	CU	Unknown
ACCOUNT NO.					
Frings Associates, Inc. 309 East Chestnut Ave. Metuchen, N.J. 08840			May 16, 1986 to May 16, 1989 Workers Compensation audit	CU	Unknown
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					

Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Nonpriority Claims.

Subtotal -> \$  
(Total of this page)

Total -> \$43,719,790

(use only on last page of completed Schedule F)  
(Report total also on Summary of Schedules)



NONE

c. List all firms or individuals who at the time of commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Trump's Castle Hotel and Casino	Huron Avenue and Brigantine Blvd. Atlantic City, N.J. 08401

NONE

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the two (2) years immediately preceding the commencement of this case by the debtor.

NAME AND ADDRESS	DATE ISSUED
See Schedule 7-17 D (1 Page)	

### 18. Inventories.

NONE

a. List the date of the last two (2) inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
12/31/91	Jerry Schafer Huron Ave. & Brigantine Blvd. Atlantic City, N. J. 08401	1,850,483 (cost basis)
1/31/92	Jerry Schafer Huron Ave. & Brigantine Blvd. Atlantic City, N.J. 08401	1,905,184 (cost basis)

TRUMP'S CASTLE ASSOCIATES  
 REAL PROPERTY  
 SCHEDULE - A  
 AS OF 1/31/92

GENERAL LEDGER ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BOOK BALANCE
88-239-00	CONSTRUCTION IN PROGRESS	323,632
88-240-01	CIP < 250,000	1,220,426
88-245-01	LAND HOTEL/CASINO SITE	19,522,489
88-245-11	OFFSITE PARKING	3,307,942
88-245-21	LAND IMPROVEMENT-ROADWAY	4,801,109
88-245-22	CLAM CREEK	3,002,433
88-245-25	LAND IMPROVEMENT-PARKING	1,726,150
88-245-30	LEASEHOLD IMPROVEMENT-MARINA	25,918,230
88-246-01	BUILDING - HOTEL/CASINO	235,169,734
88-255-01	BUILDING IMPROVEMENTS	15,689,780
88-255-02	BUILDING IMPROVEMENTS-EXPANSION	68,756,062
88-255-03	BUILDING IMPROVEMENTS-HELIPORT	754,400
	SUB-TOTAL	380,192,387
88-260-01	RESERVE DERPEC. LAND IMPROVEMENT	(1,056,584)
88-260-02	RESERVE DERPEC. BUILDING	(38,746,381)
88-260-08	RESERVE DERPEC. BUILDING IMPROVEMENT	(1,415,387)
88-260-11	RESERVE DERPEC. LEASEHOLD MARINA	(2,786,451)
88-260-13	RESERVE DERPEC. CLAM CREEK	(398,274)
88-260-14	RESERVE DERPEC. HELIPORT	(55,747)
88-260-15	RESERVE DERPEC. BUILDING EXPANSION	(4,402,237)
	SUB-TOTAL	(48,861,061)
	REAL PROPERTY NET BOOK VALUE	331,331,326

TRUMP'S CASTLE ASSOCIATES  
 CASH ON HAND  
 SCHEDULE B-1  
 AS OF 1/31/92

GENERAL LEDGER ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BOOK BALANCE
88-100-00	HOUSE FUNDS - HOTEL	167,080
88-100-10	HOUSE FUNDS - CASINO	6,281,264
88-100-15	HOUSE FUNDS - CASINO TOKENS	4,788,260
88-100-16	CONTRA - CASINO TOKENS	(5,037,660)
88-100-20	HOUSE FUNDS SLOT MACH. LOAD COIN	292,300
88-100-21	HOUSE FUNDS SLOT MACH. LOAD TOKEN	216,600
88-101-10	CASINO DEPOSITORY	539,296
88-101-11	HOTEL DEPOSITORY	210,073
88-101-12	FOREIGN DEPOSITORY	22,000
88-101-13	MARINA DEPOSITORY	3,914
88-101-15	CONCENTRATION ACCOUNT	60,158
88-101-17	DISBURSEMENT CONTROL ACCOUNT	(1,193,746)
88-101-20	DISBURSEMENT GENERAL	(45,785)
88-101-25	CASINO DRAFT ACCOUNT	(79,300)
88-101-31	VISA/M. C. /CITICORP	39,859
88-101-33	DINERS CLUB/CARTE BLANCHE	7,118
88-101-35	AMERICAN EXPRESS	85,897
	TOTAL CASH ON HAND	6,357,328

TRUMP'S CASTLE ASSOCIATES  
CHECKING, SAVINGS, OR OTHER FINANCIAL ACCOUNTS  
SCHEDULE B-2  
AS OF 1/31/92

GENERAL LEDGER ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BOOK BALANCE
88-101-21	TRUMP'S CASTLE ASSOCIATES PROGRESSIVE JACKPOT ACCOUNT MERRILL LYNCH 717 5TH AVE, 7TH FLOOR NEW YORK, NY 10022	535,886.80
88-101-22	TRUMP'S CASTLE ASSOCIATES ACCOUNT MERRILL LYNCH 717 5TH AVE, 7TH FLOOR NEW YORK, NY 10022	8,559,327.43
	TOTAL SHORT TERM INVESTMENTS	----- 9,095,214.23 =====
MIDLANTIC NATIONAL BANK ACCOUNTS		
	METRO PARK PLAZA 499 THORNALL STREET EDISON, NJ 08818	
88-101-15	T.C. ASSOCIATES CONCENTRATION ACCOUNT	56,112.68
88-101-12	T.C. ASSOCIATES FOREIGN ITEM DEPOSITORY	0.00
88-101-10	T.C. ASSOCIATES CASINO DEPOSITORY ACCOUNT	189,015.00
88-101-11	T.C. ASSOCIATES HOTEL DEPOSITORY ACCOUNT	63,833.00
88-101-13	T.C. ASSOCIATES MARINA DEPOSITORY ACCOUNT	3,367.59
88-101-15	T.C. HOTEL & CASINO PAYROLL ACCOUNT	21,521.37
88-101-97	T.C. HOTEL & CASINO CONTROL DISBURSEMENT ACCOUNT	0.00
88-101-25	T.C. HOTEL & CASINO DRAFT ACCOUNT	0.00
		----- 333,849.64 =====

TRUMP'S CASTLE ASSOCIATES  
 SECURITY DEPOSITS  
 SCHEDULE B - 3  
 AS OF JANUARY 31, 1992

VENDOR & ADDRESS	AMOUNT	DISCRIPTION
----- SCG TRAVEL INC. 1075 N. ALBANY AVE ATLANTIC CITY, NJ 08401	200,000	DEPOSIT FOR CHARTERED AIRCRAFT
SOUTH JERSEY GAS P.O. BOX 6000 FOLSOM, NJ 08037	30,000	PD IN LIEU OF LETTER OF CREDIT
MARIO & JANET ROMANO 825 BLOOMFIELD AVE VERONA, NJ 07044	4,800	BRANCH OFFICE - VERONA N. J.
BRIGHTON AVE APTS. HURON AVE AND BRIGANTINE BLVD ATLANTIC CITY, NJ 08401	3,000	BRANCH OFFICE - ATLANTIC CITY N. J.
FAIRFIELD PROPERTIES 66 COMMACK ROAD SUITE 300 COMMACK, NY 11725	1,000	BRANCH OFFICE - FARMINGDALE N. J.
TOTAL	----- 238,800 =====	

D

TRUMP'S CASTLE ASSOCIATES  
 ACCOUNT RECEIVABLES  
 SCHEDULE B - 15  
 JANUARY 31, 1992

ACCOUNT	TOTAL
COMP CLEARANCE	(86,928)
INTREST REC. CRDA	35,550
GUEST LEDGER	204,999
CITY LEDGER	314,564
HOTEL/NCR COLLECTION ITEMS	53,198
HOTEL RETURN CHECKS	12,898
PLAZA RECEIVABLE	406,453
TAJ MAHAL RECEIVABLE	103,809
AFFILIATES	1,900
NEW YORK PLAZA RECEIVABLE	23,998
TRUMP REGENCY RECEIVABLE	(2,157)
TRUMP AIR RECEIVABLE	2,886
TRUMP MKTG.	3,000
TRUMP ORG.	106,702
CC-AMERICAN EXPRESS	27,453
CC-TEXACO	261
A/R TELEPHONE COMMISSION	23,917
A/R FUNDS NET	50,000
EMPLOYEE RECEIVABLES	12,336
EMPLOYEE LICENSE RECEIVABLE	2,153
OTHER RECEIVABLE	161,279
DEPOSIT **	511,385
VENDING (DEALERS)	(122,012)
SUB TOTAL	1,847,645
RETURN CHECKS	4,927,992
MARKERS FOR COLLECTION	156,455
O/S COUNTER CHECKS	3,422,956
TOTAL	10,355,048

\*\* BALANCE CONSISTS OF SECURITY DEPOSITS PLUS DEPOSITS REQUIRED BY VENDORS PRIOR TO PURCHASE.

D

TRUMP'S CASTLE ASSOCIATES  
FORM 7 - STATEMENT OF FINANCIAL AFFAIRS

SCHEDULE 7 - 4A

Suits, Executions, Garnishments and Attachments

<u>Caption of Suit and Case Number</u>	<u>Nature of Proceeding/ Status or Disposition</u>	<u>Court And Location/ Damages Claimed</u>	<u>Attorney</u>
Cirigliano v. Trump Castle Hotel & Casino, Docket No. ATL-L-004152-90	Wrongful Discharge/ Discovery is on-going	Superior Court of NJ, Atlantic County, Law Division/ Unliquidated	Maurice Cole 1000 Block Atlantic Ave. Atlantic City, New Jersey 08401
Philip Douglas v. Trump Castle Hotel & Casino, Docket No. ATL-L-005353-91	Race/ Discovery is commencing	Superior Court of NJ, Atlantic County, Law Division/ Unliquidated	William Bromley 1125 Atlantic Ave Atlantic City, New Jersey 08401
Classic Promotions v. Trump Castle Hotel & Casino Docket No. ATL-L- 005353-91	Breach of contract/ Discovery is commencing	Superior Court of NJ, Atlantic County, Law Division/ Unliquidated	Harvey Anger 5 Garret Mountain Plaza West Paterson, New Jersey 07424
Schwartz & Kauffman v. Trump's Castle Associates, Trump's Castle Funding, Inc., et al. Civil Action No. 90-2350	Alleged SEC violations and breach of contract/ Settlement pending	U.S. District Court for the District of New Jersey/ Unliquidated	Michael Cohan 21 Ernston Road P.O. Box 200 Parlin, NJ 08859
Stuyvesant v. Trump's Castle Associates, Trump's Castle Funding, Inc., et al. 90 Civ. 3826	Alleged SEC violations and breach of contract/ Settlement Pending	U.S. District Court for the So. District of New York/ Unliquidated	Edward Labaton 122 E 42nd Street New York, New York 10168

SCHEDULE 7 - 4A continued

Suits, Executions, Garnishments and Attachments

<u>Caption of Suit and Case Number</u>	<u>Nature of Proceeding/ Status or Disposition</u>	<u>Court And Location/ Damages Claimed</u>	<u>Attorney</u>
Ebron v. Trump's Castle Hotel and Casino, et al. Docket No. ATL-L- 000868-92	Wrongful discharge, malicious prosecution/ Suit filed 2/18/92	Superior Court of NJ, Atlantic County, Law Division/ Unliquidated	William Bromley 1125 Atlantic Ave Atlantic City, New Jersey 08401
George A. Yaeger v. Trump's Castle Hotel & Casino OAL Docket No. CRT 07200-90	Age Discrim- ination/ Pending OAL decision	State of NJ, Dept. of Law & Public Safety, Division on Civil Rights/ Unliquidated	Maurice Cole 1000 Block Atlantic Avenue Atlantic City, New Jersey 08401
Nancy McKeown- Brand v. Trump Castle Hotel & Casino, Docket No. A-4057-90T1	Wrongful discharge	Superior Court of NJ, Atlantic County, Law Division/ Unliquidated	Mary Maudsley 2021 New Road Box 165 Linwood, New Jersey 08221
Robert Wright	Wrongful discharge	Unfiled/ Unliquidated	Michael Schrieber 616 Ocean Heights Avenue Linwood, NJ 08221
Michael Infozato	Wrongful discharge	Unfiled/ Unliquidated	Joseph DeMesquita Pier Five at Penn's Landing Philadelphia, PA 19106
Debra Clark-Huron	Wrongful discharge	Unfiled/ Unliquidated	Gregory Imperiale 1637 New Road Northfield, NJ 0822
Nathan Edwards	Wrongful discharge	Unfiled/ Unliquidated	Charisse R. Lillie Ballard, Spahr, Andrews, Ingersoll 1735 Market St. 51st Floor Philadelphia, PA 19103-7599



SCHEDULE 7 - 4A continued

Suits, Executions, Garnishments and Attachments

<u>Caption of Suit and Case Number</u>	<u>Nature of Proceeding/ Status or Disposition</u>	<u>Court And Location/ Damages Claimed</u>	<u>Attorney</u>
Diana H. Walters	Wrongful discharge	Unfiled/Unliquidated	Gregory Imperiale 1637 New Road Northfield, NJ 0822
Rene Bradley v. Trump Castle Hotel Casino, et al.	Race discrim- ination	State of NJ, Dept. of Law & Public Safety, Division on Civil Rights/ Unliquidated	Rene Bradley 1318 E. Cornell St. Vineland, NJ 08360
Clifford E. Gonsberry v. Trump Castle Hotel & Casino, Docket No. SC 423/92	Claim for attorney's fees for unemployment hearing	Superior Court of NJ, Atlantic County Special Civil Part	Clifford Gonsberry 528 Lafayette Blvd. Brigantine, NJ 0820
Clifford E. Gonsberry	Claim for vacation benefits	Unfiled/Unliquidated	Clifford Gonsberry 528 Lafayette Blvd. Brigantine, NJ 0820
Juan Perez	Wrongful discharge	Unfiled/Unliquidated	David Alcantara 3910 Ventnor Ave. Atlantic City, NJ 08401
Sandra Woytkewicz	Wrongful discharge	Unfiled/Unliquidated	Steve Bolsom 1030 Atlantic Ave. Atlantic City, NJ 08401
Wanda Hubal v. Trump's Castle Associates, Case# 170911503	Sex Discrimin- ation	Equal Employment Opportunity Office Philadelphia District Office	Wanda Hubal 92 Cedar Croft Dr. Mays Landing, NJ 08330

STATEMENT OF FINANCIAL AFFAIRS  
TRUMP'S CASTLE ASSOCIATES  
SCHEDULE 19(a)

CURRENT PARTNERS

Donald J. Trump 99.98%

c/o The Trump Organization  
725 Fifth Avenue  
New York, New York 10022

Trump's Castle Hotel & Casino, Inc. .02%

Brigantine Boulevard and Huron Avenue  
Atlantic City, New Jersey 08401

Ruth Gleisberg &  
Eugene J. Gleisberg  
L-2561-91

Trump Castle  
Hotel & Casino.

NJ Super Burlington  
Discovery

Lionel A. Kaplan  
Joseph D. Kaplan & Son  
150 E. State Street  
Trenton, NJ 08608

Ruth Goodman &  
Marvin Goodman

Donald J. Trump,  
individ. and as  
General Partner  
of Trump Castle  
Associates, Trump  
Castle Hotel &  
Casino, Inc.

NY Supreme  
New York County  
Discovery

Kenneth B. Brown  
Zaslav & Averbach etc.  
30 Vessey Street  
New York, NY 10007

Dorothy Grant  
ATL-L-003205-90

Trump Castle  
Hotel & Casino,  
Trump Castle  
Associates.

NJ Super Atlantic  
Discovery

James Jackson  
1 S. New York Avenue  
Suite 711  
Atlantic City, NJ 08401

Maysie Greenidge  
ATL-L-003205-90

Trump Castle  
Hotel/Casino,  
a New Jersey  
Corp.

NJ Super Atlantic  
Discovery

Phillip G. George  
Wilson, Sobin et. al.  
819 New Road  
P.O. Box 313  
Northfield, NJ 08225

Miris J. Gruccio  
L-L-003205-90

Trump Castle  
Hotel & Casino.  
Trump Castle  
Associates.

NJ Super Atlantic  
Discovery

James Jackson  
1 S. New York Avenue  
Suite 711  
Atlantic City, NJ 08401

**SCHEDULE A**

**TWENTY (20) LARGEST UNSECURED CREDITORS**

<u>NAME AND ADDRESS</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF CLAIM</u>
1. Midlantic National Bank Metro Park Plaza 499 Thornall Street Edison, N.J. 08818	Bank Loan	\$13,000,000.00
2. QSI Enterprises Suite 307 RD #1 1001 Lower Landing Rd Blackwood, N.J. 08012	Trade	\$ 96,217.99
3. Major League Dairies, 833 Mediterranean Avenue Atlantic City, N.J. 08401	Trade	\$ 74,289.85
4. Frank O. Hall & Co. of New York P.O. Box 11,311 New York 10049	Trade	\$ 70,238.48
5. Marstan Industries Inc. P.O. Box 7780-3102 Philadelphia, PA 19182-3102	Trade	\$ 65,908.94
6. Century Sea Foods, Inc. 1-3 See Food Market Food Distribution Center Philadelphia, PA 19148	Trade	\$ 64,544.13
7. Kraft Foodservice Inc. Box 7777-W7990 Philadelphia, PA 19175	Trade	\$ 62,830.08
8. JEOUA Distributors Inc. 26 North Foute 9W Congers, N.Y. 10920	Trade	\$ 56,970.40
9. Ritter Food Corp. 640 Dowd Avenue P.O. Box 216 Elizabeth, N.J. 07207	Trade	\$ 55,854.91

<u>NAME AND ADDRESS</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF CLAIM</u>
10. Marcel Darche & Sun Inc. P.O. Box 149 Asbury Park, NJ 07712	Trade	\$ 54,007.30
11. Seashore Fruit Co. 800 N. New York Avenue P.O. Box 1819 Atlantic City, N.J. 08401	Trade	\$ 48,182.01
12. Interstate Outdoor Advt. 904 North Kings Highway Cherry Hill, N.J. 08034	Trade	\$ 47,135.00
13. Dick Fox Productions Pat Cooper 1650 Broadway, Suite 507 New York, N.Y. 10018	Trade	\$ 45,000.00
14. Dutch Cleaners 27 E. Kings Highway Audobon, N.J. 08106	Trade	\$ 44,243.01
15. Greentree Packing Inc. 65 Central Avenue Passaic, N.J. 07055	Trade	\$ 35,681.79
16. Edward Don & Company of N.J. Inc. P.O. Box 7777-H3510 Philadelphia, PA 19175	Trade	\$ 34,055.49
17. Gannett Outdoor P.O. Box 18056 Newark, NJ 19175	Trade	\$ 33,475.00
18. Wm. McClain Inc. 3415 S. Lawrence St. Philadelphia, PA 19148	Trade	\$ 33,083.42
19. Creative Technical Services 40 Daniel Street Farmingdale, N.J. 11735	Trade	\$ 31,176.91
20. Ametex Fabrics Inc. 79 Madison Avenue 10th Floor New York, N.Y. 10016	Trade	\$ 29,559.87

United States Bankruptcy Court

District of New Jersey

VOLUNTARY PETITION

IN RE (Name of debtor-If individual, enter Last, First, Middle) TRUMP'S CASTLE ASSOCIATES	NAME OF JOINT DEBTOR (Spouse) (Last, First, Middle)
ALL OTHER NAMES used by debtor in the last 6 years (Include married, maiden and trade names) TRUMP'S CASTLE HOTEL & CASINO, TRUMP CASTLE HOTEL and CASINO, TRUMP'S CASTLE, CASTLE CASTLE HOTEL, TRUMP'S CASTLE ASSOCIATES, T.C.A., and TRUMP'S CASTLE CASINO RESORT BY THE BAY, and f/m/a TRUMP'S CASTLE ASSOCIATES LIMITED PARTNERSHIP	ALL OTHER NAMES used by the joint debtor in the last 6 years (Include married, maiden and trade names.) 92-11191JW
SOC. SEC./TAX I.D. NO. (If more than one, state all) 22-2608726	SOC. SEC./TAX I.D. NO. (If more than one, state all)
STREET ADDRESS OF DEBTOR (No. and street, city, state, zip) Huron Avenue and Brigantine Boulevard Atlantic City, New Jersey 08401	STREET ADDRESS OF JOINT DEBTOR (No. and street, city, state, zip)
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS Atlantic	COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS
MAILING ADDRESS OF DEBTOR (If different from street address)	MAILING ADDRESS OF JOINT DEBTOR (If different from street address)
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from addresses listed above)	Debtor has been domiciled or has had a residence, principal place of business or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner or partnership pending in this District.

INFORMATION REGARDING DEBTOR (Check applicable boxes)

<p>TYPE OF DEBTOR</p> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation Publicly Held <input type="checkbox"/> Joint (H&W) <input type="checkbox"/> Corporation Not Publicly Held <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Municipality <input type="checkbox"/> Other _____	<p>CHAPTER OR SECTION OF BANKRUPTCY CODE UNDER WHICH THE PETITION IS FILED (Check one box)</p> <input type="checkbox"/> Chapter 7 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> § 304-Case Ancillary to Foreign Proceeding
<p>NATURE OF DEBT</p> <input type="checkbox"/> Non-Business Consumer <input checked="" type="checkbox"/> Business - Complete A&B below	<p>FILING FEE (Check one box)</p> <input checked="" type="checkbox"/> Filing fee attached. <input type="checkbox"/> Filing fee to be paid in installments. (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). see Official Form No. 3
<p>A. TYPE OF BUSINESS (check one box)</p> <input type="checkbox"/> Farming <input type="checkbox"/> Transportation <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Professional <input type="checkbox"/> Manufacturing/Mining <input type="checkbox"/> Construction <input type="checkbox"/> Retail/Wholesale <input type="checkbox"/> Real Estate <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input checked="" type="checkbox"/> Other Business	<p>NAME AND ADDRESS OF LAW FIRM OR ATTORNEY</p> Schwartz, Tobia & Stanziale 22 Crestmont Road Montclair, New Jersey 07042 Telephone No. (201) 746-6000
<p>B. BRIEFLY DESCRIBE NATURE OF BUSINESS</p> Owner and operator of casino-hotel in Atlantic City, New Jersey	<p>NAME(S) OF ATTORNEY(S) DESIGNATED TO REPRESENT THE DEBTOR</p> Charles A. Stanziale, Jr. <input type="checkbox"/> Debtor is not represented by an attorney

STATISTICAL ADMINISTRATIVE INFORMATION (28 U.S.C. § 604)  
(Estimates only) (Check applicable boxes)

Debtor estimates that funds will be available for distribution to unsecured creditors.  
 Debtor estimates that after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

ESTIMATED NUMBER OF CREDITORS  
 1-15     16-49     50-99     100-199     200-999     1000-over

ESTIMATED ASSETS (in thousands of dollars)  
 Under 50     50-99     100-499     500-999     1000-9999     10,000-99,000     over 100,000

ESTIMATED LIABILITIES (in thousands of dollars)  
 Under 50     50-99     100-499     500-999     1000-9999     10,000-99,000     over 100,000

ESTIMATED NUMBER OF EMPLOYEES - CH 11 & 12 ONLY  
 0     1-19     20-99     100-999     1000-over

ESTIMATED NO. OF EQUITY SECURITY HOLDERS - CH 11 & 12 ONLY  
 0     1-19     20-99     100-499     500-over

THIS SPACE FOR COURT USE ONLY

For Chapter 9, 11, 12 and 13 cases only. Check appropriate box.  
 A copy of debtor's proposed plan dated January 23, 1992  Debtor intends to file a plan within the time allowed by statute, rule, or order of the court.

**PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS (if more than one, attach additional sheet)**

Location Where Filed None	Case Number	Date Filed
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**PENDING BANKRUPTCY CASE FILED BY ANY SPOUSE, PARTNER, OR AFFILIATE OF THIS DEBTOR (if more than one, attach additional sheet)**

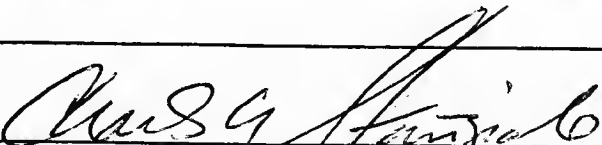
Name of Debtor See Attached Schedule	Case Number	Date
Relationship	District	Judge

**REQUEST FOR RELIEF**

Debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**SIGNATURES**

**ATTORNEY**

X   
 Signature Charles A. Stanziale, Jr.

Date March 9, 1992

**INDIVIDUAL /JOINT DEBTOR(S)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

X  
 Signature of Debtor  
 Date

X  
 Signature of Joint Debtor  
 Date

**CORPORATE OR PARTNERSHIP DEBTOR**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that the filing of this petition on behalf of the debtor has been authorized.

X   
 Signature of Authorized Individual

TRUMP'S CASTLE HOTEL & CASINO, INC.  
 Print or Type Name of Authorized Individual  
 By: Donald J. Trump, President

General Partner  
 Title of Individual Authorized by Debtor to File this Petition  
 Date March, 1992

**EXHIBIT "A" (To be completed if debtor is a corporation requesting relief under chapter 11.)**

Exhibit "A" is attached and made a part of this petition.

**TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS (See P.L. 98-353 § 322)**

I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7 of such title.

If I am represented by an attorney, exhibit "B" has been completed.

X  
 Signature of Debtor  
 Date

X  
 Signature of Joint Debtor  
 Date

**EXHIBIT "B" (To be completed by attorney for individual chapter 7 debtor(s) with primarily consumer debts.)**

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X  
 Signature of Attorney  
 Date

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of \_\_\_\_\_, 19\_\_ (the "Agreement"), is made by and among Trump's Castle Funding, Inc., a New Jersey corporation ("TCF"), Trump's Castle Associates, a New Jersey general partnership (the "Partnership"), and First Bank National Association, a national banking association organized and existing under the laws of the United States of America (the "Trust Agent").

WHEREAS, the Company has heretofore issued its 13-3/4 First Mortgage Bonds, Series A-1, due 1997 (the "Series A-1 Bonds") and its 7% First Mortgage Bonds, Series A-2, due 1999 (the "Series A-2 Bonds" and, together with the Series A-1 Bonds, the "Old Bonds") pursuant to the Indenture, dated as of June 27, 1985, between TCF, as Issuer, the Partnership, as Guarantor, and the Trust Agent, as Successor Trustee, as supplemented and amended to date (the "Old Indenture");

WHEREAS, on June 15, 1991 TCF failed to pay the interest payment and certain sinking fund payments on the Old Bonds due on such date;

WHEREAS, TCF and the Partnership desire to restructure all of their long-term indebtedness upon more favorable terms and have proposed a plan of reorganization under chapter 11 of the United States Bankruptcy Code (the "Plan") to so restructure their long-term indebtedness;



WHEREAS, TCF, the Partnership and the Trust Agent intend, upon consummation of the Plan, to enter into an Amended and Restated Indenture (the "New Indenture") that provides for the issuance by the Company of its 9.5% Mortgage Bonds, due 1998 (the "New Bonds"), which New Bonds will be guaranteed by the Partnership;

WHEREAS, TCF, the Partnership and the Trust Agent desire to enter into this Agreement to establish a trust account for the benefit of holders of the Old Bonds as of a date hereinafter specified (the "Holders") in the Monies (as defined below) on deposit from time to time in such account, which amounts will be distributed as hereinafter provided;

WHEREAS, the parties hereto intend that this Agreement be entered into in furtherance of the adequate protection order to be obtained pursuant to sections 362 and 361 of the United States Bankruptcy Code;

WHEREAS, the Trust Agent has agreed to act under this Agreement for the benefit of, and as representative for, the Holders;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

05942  
SCHWARTZ, TOBIA & STANZIALE  
Kip's Castle  
22 Crestmont Road  
Montclair, New Jersey 07042  
(201) 746-6000  
Co-Counsel to Debtors

By: *Charles Stanziale*  
Charles Stanziale (CS-1227)

AK

WILLKIE FARR & GALLAGHER  
One Citicorp Center  
153 East 53rd Street  
New York, New York 10022-4669  
(212) 935-8000  
Co-Counsel to Debtors

By: *Myron Trepper*  
Myron Trepper (MT/2636)

---

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

-----X  
In re :  
TRUMP'S CASTLE ASSOCIATES, : Case No. 92  
et al., : (Chapter 11)  
Debtors. :  
-----X

MOTION OF DEBTORS AND DEBTORS IN POSSESSION FOR ORDER  
(i) APPROVING ADEQUATE PROTECTION ARRANGEMENT BETWEEN  
THE DEBTORS AND THE BONDHOLDERS, (ii) AND AUTHORIZING  
DEBTORS TO ENTER INTO AND TAKE ALL NECESSARY AND  
APPROPRIATE ACTIONS THEREUNDER

---

TO THE HONORABLE JUDGES OF THE  
UNITED STATES BANKRUPTCY COURT:

The debtors and debtors in possession (collectively,  
the "Debtors") respectfully represent:

2

I. BACKGROUND

1. In conjunction with the filing of this motion, on March 9, 1992 (the "Petition Date"), each of the Debtors filed a petition for reorganization under chapter 11 of title 11, United States Code (the "Bankruptcy Code"). The Debtors intend to continue in possession of and to manage their respective properties and operate their respective businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. No trustee or examiner has been appointed in these chapter 11 cases. No creditors' or other committee has been appointed in these chapter 11 cases. Prior to the Petition Date, however, the Debtors were involved in debt restructuring negotiations with certain holders (the "Unofficial Steering Committee") of Trump's Castle Funding, Inc.'s (the "Company") 13-3/4% First Mortgage Bonds, Series A-1, due 1997 (the "Series A-1 Bonds") and 7% First Mortgage Bonds, Series A-2, due 1999 (the "Series A-2 Bonds" and together with the Series A-1 Bonds, the "Old Bonds"; the holders of all Old Bonds are collectively referred to herein as the "Bondholders").

3. As a result of their negotiations with the Unofficial Steering Committee and others, the Debtors have proposed a plan of reorganization, dated January 23, 1992 as may be amended from time to time (the "Plan") that was filed on the Petition Date. As provided for in section 1126(b) of the Bankruptcy Code, the Debtors solicited acceptances of the Plan

pursuant to applicable non-bankruptcy law. The Debtors believe they have received the necessary acceptances from each impaired class under the Plan required to confirm the Plan pursuant to section 1129 of the Bankruptcy Code and are pursuing such relief in an expedited fashion in these chapter 11 cases.

4. The Debtors are primarily in the business of operating the Trump's Castle Casino Resort (the "Trump Castle"), located in Atlantic City, New Jersey. Trump Castle contains approximately 700 guest rooms (including approximately 185 suites), has a 60,000 square foot casino, nine restaurants, approximately 53,000 square feet of convention, ballroom and meeting space, including an approximately 25,000 square foot ballroom, approximately 91,000 square feet of lobby and other similar public areas, an approximately 460-seat cabaret theater, two cocktail lounges, a swimming pool, tennis courts and a health club. The building has been designed so that it can be enlarged in phases into a facility containing 2,000 rooms, a 2,600-seat cabaret theater and additional recreational amenities. The casino area, at March 31, 1991, included approximately 110 table games and approximately 1,670 slot machines. Additionally, Trump Castle Associates (the "Partnership") leases and operates the approximately 600-slip Marina located directly across the street from the main entrance to Trump Castle which is accessible to the hotel/casino area by an elevated pedestrian walkway.

## II. THE SECURED CREDITORS

5. To acquire, complete the construction of and operate Trump Castle, the Company issued the Old Bonds. The Company loaned the proceeds from the Old Bonds to the Partnership. In return, the Partnership issued to the Company notes in the principal amount of \$300 million (the "Old Partnership Notes") and a guaranty (the "Old Guaranty") of the principal, interest and premium payments on the Old Bonds. In addition, the Old Bonds are secured by a mortgage loan on Trump Castle that ranks pari passu with a mortgage lien securing a loan to Midlantic Bank. The liens securing the A-1 Bonds are equal in priority to the liens securing the A-2 Bonds.

## III. THE ADEQUATE PROTECTION ARRANGEMENT

6. The Company and the Partnership seek authorization to enter into a Trust Agreement (the "Trust Agreement, a copy of which is annexed hereto as Exhibit "A") with First Bank National Association (the "Trust Agent") which would provide the Bondholders with adequate protection of their respective interests in the Debtors' property. The purpose of the adequate protection arrangement is to provide the Bondholders with the benefit of the agreement which they have reached with the Debtors, effective as of December 15, 1991, embodied in Debtor's Plan. The Trust Agreement is a key element in the consensual Plan negotiated by the Debtors and their creditors, and, absent approval of this Agreement, the Debtors' reorganization may be a long, acrimonious process.

(1) The Payment

7. Under the agreements reached with the Debtors, Bondholders are entitled to receive interest in respect of the principal amount of Series A-1 Bonds or the accreted amount of Series A-2 Bonds calculated at the rate of 8.00% per annum from December 16, 1990 to December 15, 1991 (the "pre-filing payment") and 9.50% from December 16, 1991 to the Effective Date (the "post-filing payment"). Specifically, the holders of Bonds are entitled to receive approximately \$.22 per day for each \$1,000 of principal or accreted amount of A-1 Bonds or A-2 Bonds, as the case may be, in respect of the pre-filing payment and approximately \$.26 per day in respect of the post-filing payment. No portion of the pre-filing payment was made in cash.

(2) Post-Petition Funding of Trust

8. The Trust Agreement requires the Partnership on the tenth day of each month, commencing in April 1992, (the month following the month of the Petition Date) to make deposits of excess cash, if any, into a trust account (the "Trust Account") established for the benefit of the Bondholders to fund the pre-filing payment and the post-filing payment referred to in (1) above. Such monthly deposits will continue until the Effective Date.

(3) Distributions from Trust Account

9. No distributions from the Trust Account to the Bondholders are to be made prior to the Effective Date. The

funds, if any, in the Trust Account on the Effective Date shall be applied as follows: (x) to the Bondholders, their pro rata share of the amounts described in (7) above, and (y) if such amounts are paid in full, the remainder to the Company. To the extent there is insufficient cash on deposit in the Trust Account to pay the amounts described in (7) above, such amounts shall be paid in additional New Bonds and shares of TC/GP, Inc. Common Stock pursuant to the Plan.

10. The Trust Agreement further provides that until such time as monies are distributed from the Trust Account, any funds shall be invested by the Trust Agent in accordance with certain guidelines, specified in the Trust Agreement, with the primary purpose of insuring the safety of principal. Permitted investments include securities issued and guaranteed by the United States of America or any agency or instrumentality thereof having maturities of no more than six months; time deposits and certificates of deposit of certain banks with maturities of not more than six months; certain short term repurchase agreements; commercial bank issued by certain banks with maturities of not more than six months; and insured money market deposit accounts at certain banks.

#### IV. REQUEST FOR RELIEF

11. Pursuant to sections 361 and 363 of the Bankruptcy Code, the Debtors seek authority to enter into the Trust Agreement.

12. The Debtors submit that there are compelling reasons why they should be authorized to enter into the Trust Agreement. The Trust Agreement will assure the Bondholders' support of Plan and, hence, the Debtors' entire reorganization effort. Moreover, distributions made pursuant to the Trust Agreement will not prejudice the interests of other secured and unsecured creditors, who under the Debtors' Plan will receive a full recovery on their claims.

13. Additionally, section 363(e) of the Bankruptcy Code entitles secured creditors to adequate protection of their collateral when the debtor uses such property. Section 363(e) provides:

Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.

11 U.S.C. § 363(e). Depreciation in the value of a secured creditor's collateral resulting from the automatic stay or from a debtor's use of the collateral entitles the creditor to adequate protection of its interest. See In re Timbers of Inwood Forest Associates, Ltd., 484 U.S. 365 (1988).

14. The Bondholders are entitled to adequate protection of their respective interests in the Debtors' property under section 363 of the Bankruptcy Code because the value of such collateral has declined and is expected to



further decline because of, inter alia, adverse economic conditions generally and the Debtors' particular financial situation. As a result of the automatic stay, the Bondholders are barred from foreclosing on their collateral or taking other action to protect their interests. In fact, the forbearance of the Bondholders has enabled the Debtors to develop the Plan to effectively restructure their indebtedness. The fact that the Debtors require the formalities of a reorganization under chapter 11 of the Bankruptcy Code should not deprive the Bondholders of the benefit of their hard negotiated bargain for even the few additional months the administration of a prepackaged chapter 11 case should take, especially in light of the fact that all other creditors are unimpaired and will receive payment in full of their Allowed Claims. Consequently, adequate protection of the Bondholders' interest is justified and required herein.

15. Section 361 of the Bankruptcy Code provides in pertinent part:

When adequate protection is required under section 362, 363 or 364 of this title of an interest of an entity in property, such adequate protection may be provided by -

(1) requiring the Trustee to make cash payment or periodic cash payments to such entity to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of such entity's interest in such property.

11 U.S.C. § 361 (1978).

16. Here the Debtors have provided a mechanism through the Trust Agreement to maintain the value of the interest of the Bondholders in the property of the Debtors as well as to facilitate the Debtors' speedy and efficient reorganization. This arrangement provides the Bondholders with the indubitable equivalent of their bargain with the Debtors at no expense to the Debtors' other creditors because they either have accepted the treatment proposed for them under the Plan or will be paid in full under the Plan. Thus, because this adequate protection agreement furthers the prompt confirmation of the Plan herein, it is in the best interest of all creditors of the Debtors. For these reasons, the Debtors request that the Court approve the adequate protection arrangements between them and the Bondholders.

#### NOTICE OF THE MOTION

17. Bankruptcy Rule 4001(d) requires notice be given for motions seeking approval of agreements to provide adequate protection. It states:

A motion for approval of an agreement (A) to provide adequate protection, . . . shall be served on any committee . . . appointed pursuant to § 1102 of the Code or its authorized agent, or, if the case is . . . a chapter 11 reorganization case and no committee of unsecured creditors has been appointed pursuant to § 1102, on the creditors included on the list filed pursuant to Rule 1007(d), and on such other entities as the court may direct. . . .

18. Because no committee has been appointed pursuant to section 1102 of the Bankruptcy Code, the Debtors submit that service of this motion: (a) by hand or overnight mail on: (i) the United States Trustee for the District of New Jersey; (ii) counsel for the Unofficial Steering Committee; and (iii) First Bank, as indenture trustee for the Old Bonds; (iv) those parties on the list filed by the Debtors in these cases pursuant to Rule 1007(d) of the Federal Rules of Bankruptcy Procedure; and (b) by first class mail on those other parties who have filed notices of appearances in these cases will be good and sufficient notice of the motion, the time within which to object and the scheduled hearing, if any, to be held.

19. Bankruptcy Rule 4001(d)(2) provides in pertinent part: "Unless the Court fixes a different time, objections may be filed within 15 days of the mailing of notice."

20. Bankruptcy rule 4001(d)(3) provides in pertinent part: "If no objection is filed, the Court may enter an order approving or disapproving the agreement without conducting a hearing."

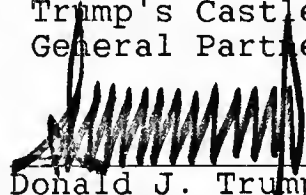
CONCLUSION

WHEREFORE the Debtors respectfully request that the Court enter: (i) the prefixed order directing notice in accordance with Bankruptcy rule 4001 and establishing a hearing date should an objection be filed and (ii) an order substantially in the form annexed hereto as Exhibit "B" and (1) authorize the Debtors to enter into the Trust Agreement and to take all actions required thereunder and in furtherance thereof; and (2) grant such other and further relief as may be just and proper.

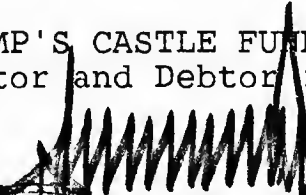
Dated: New York, New York  
March 9, 1992

TRUMP'S CASTLE ASSOCIATES,  
Debtor and Debtor in Possession

By: Trump's Castle Corporation  
General Partner

By:   
Donald J. Trump  
President

TRUMP'S CASTLE FUNDING, INC.,  
Debtor and Debtor in Possession

By:   
Donald J. Trump  
President

TRUMP'S CASTLE HOTEL & CASINO, INC.,  
Debtor and Debtor in Possession

By:   
Donald J. Trump  
President

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

<p style="text-align: center;">In re Trump's Castle Funding, Inc., a New Jersey corporation,</p> <p style="text-align: right;"><i>Debtor</i></p>	<p>Chapter 11 Case No.</p>
<p style="text-align: center;">In re Trump's Castle Hotel &amp; Casino, Inc., a New Jersey corporation,</p> <p style="text-align: right;"><i>Debtor</i></p>	<p>Case No.</p>
<p style="text-align: center;">In re Trump's Castle Associates, a New Jersey general partnership,</p> <p style="text-align: right;"><i>Debtor</i></p>	<p>Case No.</p>

11/17/92  
AH

91-11191  
91-11192  
91-11193

**DEBTORS' JOINT PLAN OF REORGANIZATION**

Trump's Castle Funding, Inc., a New Jersey corporation, Trump's Castle Hotel & Casino, Inc., a New Jersey corporation, and Trump's Castle Associates, a New Jersey general partnership ("Debtors"), propose the following joint plan of reorganization pursuant to the provisions of chapter 11 of title 11, United States Code, 11 U.S.C. Sections 1101 *et seq.*

**ARTICLE I**

**DEFINITIONS**

Unless the context otherwise requires, the following terms shall have the following meanings when used in initially capitalized form in this Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in this Plan that is not defined herein but that is used in the Bankruptcy Code shall have the meaning assigned to such term in the Bankruptcy Code.

1.1 *Accreted Amount* means the value of each Series A-2 Bond as of a specific date which consists of the original discounted value of the Series A-2 Bond at its date of issuance plus the periodic increases of such discounted value from the date of issuance to such date.

1.2 *Administrative Expense Claim* means any Claim Against the Debtors (including a Fee Request) of a kind specified in section 503(b) of the Bankruptcy Code arising or accruing on or after the Filing Date which is entitled to priority in accordance with section 507(a)(1) of the Bankruptcy Code, including, without limitation, all expenses of administration, such as the reasonable fees and expenses of the Indenture Trustee and any fees or charges assessed against the estate of the Debtors under section 1930, chapter 123 of title 25, United States Code.

1.3 *Against the Debtors* means, with respect to a Claim, against one or more of the Debtors.

1.4 *Allowed Amount* means, with respect to a particular Claim: (a) if the holder of such Claim has not filed a proof of claim as prescribed by the Bankruptcy Court within the applicable period of limitation fixed by the Bankruptcy Court pursuant to Bankruptcy Rule 3003, the amount of such Claim that is listed in the Schedules as being not disputed, contingent or unliquidated; (b) if the holder of such Claim has filed a proof of claim as prescribed by the Bankruptcy Court within the applicable period of limitation fixed by the Bankruptcy Court pursuant to Bankruptcy Rule 3003, (i) the amount stated in such proof of claim, if no objection to, or motion pursuant to section 502(c)(1) of the Bankruptcy Code for estimation of, such proof of claim has been interposed within the applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Court or other applicable law or (ii) such amount as shall be fixed, or estimated, as the case may be, by a Final Order of the Bankruptcy Court, if an objection to, or motion pursuant to section 502(c)(1) of the Code for estimation of, such proof of claim has been interposed within the applicable period of limitation fixed by the Code, the Bankruptcy Rules, the Bankruptcy Court or other applicable law; (c) with respect to an

ORIGINAL

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UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

-----X  
:

In re

TRUMP'S CASTLE ASSOCIATES,  
et al.,

Case Nos. 92-11191 (JW)  
92-11192 (JW)  
92-11193 (JW)

Debtors.

(Chapter 11)

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DEBTORS' MEMORANDUM OF LAW IN SUPPORT OF: (A) APPROVAL  
OF THE DEBTORS' DISCLOSURE STATEMENT;  
AND (B) CONFIRMATION OF THE DEBTORS' JOINT PLAN OF  
REORGANIZATION, AS IMMATERIALLY MODIFIED BY THE  
DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION

Trump's Castle Associates (the "Partnership"), Trump's  
Castle Funding, Inc. (the "Company") and Trump's Castle Hotel &  
Casino, Inc. ("TCHI"), the above-captioned debtors and debtors  
in possession (collectively, the "Debtors") submit this

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memorandum of law in support of (a) approval of the Debtors' Prospectus and Solicitation of Plan Acceptances, dated January 23, 1992 (the "Disclosure Statement"), pursuant to sections 1125 and 1126 of title 11, United States Code (the "Bankruptcy Code"); and (b) the confirmation, pursuant to section 1129 of the Bankruptcy Code, of the Debtors' Joint Plan of Reorganization, filed in these cases on March 9, 1992 (the "Initial Plan"), as immediately modified by the Debtors' First Amended Joint Plan of Reorganization, dated March 6, 1992 (the "Plan").<sup>1</sup>

The Plan represents the result of extensive negotiations among the Debtors, a committee (the "Unofficial Steering Committee") of certain holders of the Company's 13-3/4% First Mortgage Bonds, Series A-1, due 1997 (the "A-1 Bonds") and the Company's 7% First Mortgage Bonds, Series A-2, due 1999 (the "A-2 Bonds"; the A-1 Bonds and the A-2 Bonds are collectively referred to herein as the "Old Bonds") and certain of the Debtors' other creditors. All classes of impaired claims and impaired equity interests have voted in favor of the Plan. The Plan achieves the objectives of the reorganization process and promotes the Debtors' rehabilitation in an efficient fashion. The Plan satisfies all of the necessary requirements of the Bankruptcy Code and should be confirmed.

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<sup>1</sup> Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in Article I of the Plan.

## BACKGROUND

The Debtors are primarily in the business of operating the Trump's Castle Casino Resort (the "Trump Castle"), located in Atlantic City, New Jersey. Trump Castle contains approximately 700 guest rooms (including approximately 185 suites), has a 60,000 square foot casino, nine restaurants, approximately 53,000 square feet of convention, ballroom and meeting space, including an approximately 25,000 square foot ballroom, approximately 91,000 square feet of lobby and other similar public areas, an approximately 460-seat cabaret theater, two cocktail lounges, a swimming pool, tennis courts and a health club. Trump Castle can be enlarged in phases into a facility containing 2,000 rooms, a 2,600-seat cabaret theater and additional recreational amenities. The casino area includes approximately 110 table games and approximately 1,670 slot machines. Additionally, the Partnership leases and operates the approximately 600-slip Marina located directly across the street from the main entrance to Trump Castle which is accessible to the hotel/casino area by an elevated pedestrian walkway.

### A. Missed Payments on the Old Bonds

On June 15, 1990, the Company failed to make required semi-annual interest and sinking fund payments on the Old Bonds. Such payments, however, were made prior to the expiration of the grace period provided for by the indenture to the Old Bonds.

Publicity surrounding the missed payments prompted a group of institutional holders of the Old Bonds to begin



informal discussions pertaining to the financial condition of Trump Castle and the possibility that the Company and the Partnership would need financial relief. From this group of institutions, the Unofficial Steering Committee was formed.<sup>2</sup> The members of the Unofficial Steering Committee are Putnam Management Company, Inc., Baring America Asset Management Company, Inc., Shearson Asset Management and Pacholder Associates.

During their negotiations with the Unofficial Steering Committee, the Debtors considered alternatives to the Plan to solve their liquidity problem. These alternatives included: (i) filing a petition under chapter 11 of the Bankruptcy Code without the prior solicitation of consents; and (ii) a debt-for-debt, non-bankruptcy exchange offer. The Debtors and the Unofficial Steering Committee believed the adverse publicity surrounding the filing of petitions without the prior solicitation of consents would disrupt the Partnership's business because of the likely adverse impact on trade creditors and casino patrons. In addition, professionals' expenses in a non-consensual chapter 11 proceeding would exceed the expenses of a "pre-packaged" plan.

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<sup>2</sup> When it was formed, the Unofficial Steering Committee collectively held approximately 33% of the aggregate voting power of the Old Bonds. The Unofficial Steering Committee now collectively holds approximately 28% of the aggregate voting power of the Old Bonds.

The Debtors considered and commenced a debt-for-debt exchange offer, pursuant to which a portion of the Company's sinking fund obligation on the Old Bonds would be refinanced with a new series of pari passu bonds with a higher interest rate and shorter maturity. Such exchange offer was terminated as it became evident, based on operating results, that the Partnership needed to reduce its overall interest expense and its sinking fund requirements.

B. The Midlantic Revolving Credit Facility

On February 16, 1988, the Company and the Partnership entered into a \$50,000,000 revolving credit facility (the "Facility") with Midlantic National Bank ("Midlantic") to refinance a portion of the costs of constructing a helipad on the roof of Trump Castle's parking garage, a new hotel tower, and the renovation of the Marina. These projects cost approximately \$109,000,000. All \$50,000,000 was borrowed under the Facility, which was converted into the Midlantic Term Loan in August 1990.

As security for the Facility and the Midlantic Term Loan, Midlantic was granted a perfected, co-equal, first priority mortgage lien on, and security interest in, Trump Castle and substantially all of the other assets of the Partnership and the Company, including furniture, fixtures and equipment, on a pari passu basis with, and upon substantially the same terms as, the mortgage and security interests granted to the trustee for the Old Bonds. As further security for the

Midlantic Term Loan, Donald J. Trump ("Mr. Trump"), one of the general partners in the Partnership, entered into an agreement pursuant to which Midlantic may, under certain circumstances, transfer and assign all of its right, title and interest in and to the Midlantic Term Loan (including the security and the credit agreement and other related lending documents) to Mr. Trump. Mr. Trump is required to accept such transfer and assignment and make payment therefor to Midlantic in an amount equal to all amounts then owed by the Partnership and the Company to Midlantic.

The Partnership failed to pay interest totaling approximately \$2,353,000 on the Midlantic Term Loan for the months of August through December 1990. On December 21, 1990, Midlantic agreed to defer the unpaid interest until June 15, 1991. On June 14, 1991, the Partnership paid Midlantic all the unpaid interest then due and payable on the Midlantic Term Loan.

#### C. The Midlantic Grid Note

In June 1990, the Partnership borrowed \$13,000,000 from Midlantic under an unsecured line of credit, evidenced by a grid note, dated June 1988, and modified by a Note Modification Agreement, dated August 8, 1990 (the "Midlantic Grid Note"). The outstanding principal amount of the Midlantic Grid Note is due in August 1995 but may be accelerated under certain conditions. The Midlantic Grid Note bears interest at an annual rate equal to the prime lending rate of Midlantic in effect from time to time. Mr. Trump guaranteed the repayment

of one-half of any outstanding indebtedness under the Midlantic Grid Note and pledged all of his interest in the Partnership as collateral therefor. On December 21, 1990, Midlantic agreed to defer until June 15, 1991, receipt of approximately \$961,000 of interest charges on the Midlantic Grid Note from August 1990 through April 1991.

On June 14, 1991 and August 1, 1991, the Partnership made payments to Midlantic of all the unpaid interest then due and payable on the Midlantic Grid Note. The Partnership has met its debt service obligations on both the Midlantic Term Loan and the Midlantic Grid Note since such dates.

D. The Trump Demand Notes

On December 19, 1989, the Partnership borrowed \$2,000,000 from Mr. Trump on an unsecured basis pursuant to a promissory note dated December 19, 1989 (the "First Note"). On June 26, 1990, the Partnership borrowed an additional \$26,264,878 from Mr. Trump on an unsecured basis pursuant to a demand note dated June 26, 1990 (the "Second Note"; the First Note and the Second Note are collectively referred to herein as the "Trump Demand Notes"). The proceeds of the Trump Demand Notes were used to pay a portion of the interest payments due to holders of the Old Bonds.

E. Plan Negotiations

In May 1991, the Unofficial Steering Committee and its advisors undertook a due diligence investigation of the legal and financial affairs of the Company and the Partnership. The

primary purpose of this investigation was to understand the historical, current and projected financial and legal status of the Company and the Partnership and to enable the Unofficial Steering Committee to formulate an appropriate framework for a restructuring. Following their due diligence work, the Unofficial Steering Committee began meeting with representatives of the Company, the Partnership and Midlantic regarding a restructuring of the Old Bonds. From June 1991 through January 1992, the Unofficial Steering Committee, Midlantic and their advisors met regularly with the Partnership's representatives in order to review and finalize the Plan.

#### The Plan

Six voting classes are impaired under the Plan. These classes are:

Class 4. Old Bond Claims - Class 4 consists of claims arising under or related to the Old Bonds.

Class 5. Midlantic Term Loan Claims - Class 5 consists of claims arising under or related to the Midlantic Term Loan..

Class 6. Midlantic Grid Note Claims - Class 6 consists of claims arising under or related to the Midlantic Grid Note.

Class 10. Trump Demand Note Claims - Class 10 consists of claims arising under the Trump Demand Notes.

Class 12. Partnership Interests - Class 12 consists of all Partnership Interests.

Class 13. TCHI's Common Stock Interests - Class 13 interests consist of TCHI's common stock interests.

(i) Treatment of Class 4 Claims

On the day the Plan becomes effective (the "Effective Date"), each holder of a Class 4 Claim will receive, in exchange for \$1,000 in principal amount of A-1 Bonds or \$1,000 Accreted Amount as of December 15, 1990 of A-2 Bonds, the following:

- One Unit consisting of \$1,000 principal amount of the Company's 9.50% Mortgage Bonds, Due 1998 (a "New Bond"), together with one share of the common stock (the "Common Stock") of TC/GP, Inc. ("TC/GP");
- An amount in respect of interest calculated thereon at the rate of 9.50% per annum for the period from the day the Plan is filed to the Effective Date (the "Effective Date Amount"), payable in additional Units or cash to the extent cash is available to the Partnership for such purpose. The difference between the Effective Date Amount and that portion to the Effective Date Amount actually paid in cash will be paid in additional Units (subject to the provisions regarding fractional Units);
- Additional Units or cash in an amount equal to the portion, if any, of an amount in respect of interest on the Old Bonds at the rate of 8% per annum for the period from December 15, 1990 through December 15, 1991 and 9.50% from December 15, 1991 through the Petition Date (the "Prefiling Payment") not paid in cash on the day before the Petition Date, payable in cash to the extent available to the Partnership, and in additional Units to the extent not paid in cash; and
- The cash proceeds attributable to any fractional Units to which such holder would otherwise be entitled arising from the sale of cumulated fractional Units by the Partnership on or after the Effective Date.

(a) Debtors' Post-Effective Date Corporate Structure

On the Effective Date, the Partnership will issue the Equity Interest to the holders of New Bonds. The holders of

the New Bonds will immediately thereafter contribute the Equity Interest to TC/GP in exchange for the Common Stock. Upon such contribution, TC/GP will own a 49.995% Partnership Interest, Mr. Trump's Partnership Interest will be 49.995% and TCHI's Partnership Interest will be .01%. Mr. Trump and TC/GP will each own 50% of the common stock in TCHI. Thus, as of the Effective Date, one-half of the equity of the Partnership will inure to the benefit of holders of New Bonds (through their ownership of the Common Stock and TC/GP's ownership of one-half of the common stock of TCHI) and one-half of the equity will inure to Mr. Trump's benefit (individually and as owner of one-half of the common stock of TCHI). In addition, Mr. Trump and TCHI will execute the Amended Partnership Agreement, which provides a mechanism for allocating the governance of the Partnership's affairs between Mr. Trump and representatives of holders of the New Bonds.

(ii) Treatment of Class 5 Claims

On the Effective Date, the \$50,000,000 Midlantic Term Loan will be reduced to an aggregate principal amount of \$38,000,000 (the "Amended Midlantic Term Loan"). The Partnership may prepay the outstanding principal amount of the Amended Midlantic Term Loan in whole or in part at any time. Partial prepayments must be in integral multiples of \$1,000,000.

Interest will be payable monthly on the Amended Midlantic Term Loan at 9% per annum. Any overdue and unpaid principal payment shall bear interest from the date of

non-payment until paid in full at a rate of interest equal to 3% above the prime lending rate of Midlantic in effect from time to time. The Amended Midlantic Term Loan will mature in full three years from the Effective Date with no amortization of principal prior thereto.

Under the Amended Midlantic Term Loan, the Partnership will have an option, exercisable during the 90-day period between 30 and 120 days prior to the initial maturity of the Amended Midlantic Term Loan stated above, to extend the term thereof for an additional five year period. However, the Partnership may not exercise such option if, among other things, an Event of Default under the Amended Midlantic Term Loan shall have occurred and be continuing at such time of extension. Upon such an extension, the interest rate on the Amended Midlantic Term Loan will be either a fluctuating or fixed rate, at Midlantic's option, adjusted to such rate in excess of Midlantic's prime rate as Midlantic may determine is reasonable for a secured term loan of that nature, but in any event such rate shall not be less than 9% per annum nor more than, in the case of a fluctuating rate, 3% above Midlantic's prime rate in effect from time to time, and in the case of a fixed rate, 3% above Midlantic's prime rate in effect at the time of extension (with the same provision for interest on any overdue and unpaid principal payments as described above). In addition, if the term of the Amended Midlantic Term Loan is extended, the outstanding principal amount of the Amended



Midlantic Term Loan will be amortized over the five year extension period based on a twenty year amortization schedule requiring principal prepayments of \$158,333 per month over such period. It will be an additional condition to the exercise of such extension option that the Partnership shall have paid Midlantic all accrued interest and principal required to be paid on the Amended Midlantic Term Loan through the date of extension.

The Amended Midlantic Term Loan will be secured by the Amended Midlantic Mortgage and certain related security documents granting to Midlantic a first priority lien (subject to Permitted Senior Encumbrances) upon and security interest in Trump Castle and substantially all of the other assets of the Partnership, including furniture, fixtures and equipment, senior to the lien and security interest in favor of the holders of New Bonds pursuant to the Amended Mortgage and the New Indenture. The Company will guarantee the Partnership's obligation to pay the principal of and interest on the Amended Midlantic Term Loan.

The Amended Midlantic Term Loan will prohibit the Company from conducting any business other than collecting principal and interest on the New Partnership Note and performing its obligations and preserving its rights under the New Indenture, the Amended Midlantic Term Loan and related documents. In addition, the Amended Midlantic Term Loan will provide that neither the Partnership nor the Company shall (i)

enter into any management or services agreement relating to Trump Castle with Mr. Trump or any of his affiliates other than the Management Agreement or (ii) amend the Management Agreement in any manner which increases the amount of fees payable thereunder or materially reduces the obligations of Mr. Trump or TCM thereunder.

(iii) Treatment of Class 6 Claims

On the Effective Date, the principal amount of the Amended Midlantic Grid Note will be reduced from \$13,000,000 to \$7,000,000. The Amended Midlantic Grid Note will be structured as a demand note. Midlantic, however, will agree to forbear from making demand for payment of the principal thereunder for a period of three years following the Effective Date, provided that during such time no Event of Default thereunder shall have occurred and be continuing. Upon the occurrence and continuance of any such Event of Default, all amounts owing under the Amended Midlantic Grid Note shall become due and payable upon demand of Midlantic (subject to the forbearance provisions of the Intercreditor Agreement discussed below).

At the end of the three year period, the outstanding principal amount of the Amended Midlantic Grid Note shall automatically become due and payable, unless such forbearance period is extended. The Partnership may extend the period of forbearance until eight years from the Effective Date. However, such extended forbearance period will not commence for a maximum of two years if any Event of Default has occurred and

is continuing on the date such extension is sought. The ability of the Partnership to exercise such extension period also will be subject to the satisfaction of various conditions, including no continuing Event of Default under the Amended Midlantic Grid Note, extension of the term of the Amended Midlantic Term Loan and payment of all accrued interest then due on the Amended Midlantic Grid Note and all costs and expenses related to the extension through the date on which the Partnership exercises such extension. In the event the term of the Amended Midlantic Grid Note is extended, the outstanding principal amount of the Amended Midlantic Grid Note will be amortized over the five-year extension period in sixty equal monthly installments of \$116,666.66.

The Amended Midlantic Grid Note will bear interest at a rate equal to 8.5% per annum on the outstanding principal amount. If the term of the Amended Midlantic Grid Note is extended as described above, such Note will bear interest on the outstanding principal amount thereof at a fluctuating rate per annum equal to such percentage in excess of Midlantic's prime rate as Midlantic may determine as reasonable for a secured loan of that nature based upon market conditions then existing (but in no event less than 8.5% per annum or more than a fluctuating rate of 2% above Midlantic's prime rate as in effect from time to time).

Upon receipt by the Partnership, or any entity controlled by Mr. Trump, of certain cash proceeds of certain

capital transactions relating to the Partnership or the equity interests therein (such as a sale of assets), the Partnership shall, subject to the terms of the Intercreditor Agreement (described below), prepay the outstanding principal amount of the Amended Midlantic Grid Note to the extent of a portion of such cash proceeds.

Additionally, in the event Mr. Trump is entitled to any distribution pursuant to the Amended Partnership Agreement, whether in respect of the Trump Priority Interest or otherwise, the entire amount thereof shall be paid to Midlantic in prepayment of the outstanding principal amount of the Amended Midlantic Grid Note. The Partnership may prepay the outstanding principal amount of the Amended Midlantic Grid Note in whole or in part at any time.

(a) Intercreditor Agreement

Pursuant to the Plan, Midlantic and the Trustee for the holders of New Bonds will enter into an Intercreditor Agreement (the "Intercreditor Agreement"). The Intercreditor Agreement provides that the lien securing the Amended Midlantic Term Loan will be senior to the lien securing the New Bonds. The Intercreditor Agreement sets forth the relative rights and duties of Midlantic and the Trustee with respect to remedial action by Midlantic and the Trustee against the Partnership and the Company, the application of proceeds of Shares Collateral, payment blockage on the New Bonds and certain cure rights in favor of the Trustee if an Event of Default under the Amended

Midlantic Term Loan were to occur. The Partnership and the Company will agree and consent to the Intercreditor Agreement.

(b) Put Agreement

Pursuant to the Plan, Mr. Trump and Midlantic will enter an Amended and Restated Put Agreement. The Put Agreement requires Mr. Trump to purchase from Midlantic all of its right, title and interest in the Amended Midlantic Term Loan, including the right to receive repayment thereof and all collateral and security therefor (including the Amended Midlantic Mortgage) and guarantees thereof, upon written notice from Midlantic if, and only if: (i) an Event of Default shall have occurred and be continuing under the Amended Midlantic Term Loan (subject to the forbearance provisions of the Intercreditor Agreement, (ii) Midlantic shall have given written notice to the Partnership of the acceleration of the Amended Midlantic Term Loan, and (iii)(A) the Trustee, the Partnership, the Company or Mr. Trump or any affiliate of the foregoing shall take certain actions prohibiting or materially interfering with the acceleration of the Amended Midlantic Term Loan or Midlantic's foreclosing or realizing upon or obtaining possession of the Trust Estate, or (B) the Amended Midlantic Mortgage and related security documents shall cease to be effective to grant to Midlantic a first priority lien (subject to Permitted Senior Encumbrances) upon and security interest in the Trust Estate, senior to the liens and security interests granted to the Trustee pursuant to the Amended Mortgage and New

Indenture, or certain specified persons shall so assert in writing or make any such claim in any litigation, investigation or proceeding. The purchase price payable by Mr. Trump shall be equal to the then outstanding principal amount of the Amended Midlantic Term Loan and all accrued but unpaid interest thereon, together with certain fees and expenses of Midlantic. In the event the Amended Midlantic Term Loan is so purchased by Mr. Trump, the Amended Midlantic Term Loan and the lien of the Amended Midlantic Mortgage will be subordinated to the indebtedness represented by the New Bonds and the lien of the Amended Mortgage.

(c) Treatment of Class 12 Interests

On the Effective Date, each holder of a Class 12 interest shall retain such Interest. However, such interest shall be reduced as a result of the issuance to holders of Old Bonds a general partnership interest in the Partnership representing 49.995% of the equity in the Partnerships (the "Equity Interest").

(d) Treatment of Class 13 Interests

On the Effective Date, the holder of the allowed Class 13 Interest shall retain one-half such interest and one-half of any certificates evidencing such interest and shall transfer the remaining one-half of such interest to TC/GP.

## The Solicitation

### a. The Solicitation Materials

Between November 22, 1991 and January 10, 1992, the Company and the Partnership, as Registrants, filed with the Securities and Exchange Commission ("SEC") three separate amendments to their Registration Statement on Form S-4, containing drafts of the Prospectus and accompanying Exhibits. These Amendments were filed on the following dates:

- a. On December 13, 1991, Pre-Effective Amendment No. 2 to the Registration Statement on Form S-4 was filed and
- b. On January 10, 1992, Pre-Effective Amendment No. 3 to the Registration Statement on Form S-4 was filed.

The SEC declared these materials effective on January 23, 1992.

### b. Distribution of the Solicitation Materials

On or about the 24th day of January, 1992, the Debtors caused to be delivered by courier to each of its impaired creditors:

- a. A ballot in the form annexed as Exhibit "B" to the Declaration of Mailing of Steven I. Abrams, dated April 17, 1992 (the "Declaration of Mailing"), filed separately in these cases.
- b. The Prospectus and Solicitation of Plan Acceptances of Trump's Castle Funding, Inc., a New Jersey corporation, Trump's Castle Associates, a New Jersey general partnership and TC/GP, Inc., a

Delaware corporation (collectively, the "Registrants"), dated January 23, 1991, (the "Prospectus"), a copy of which is annexed as Exhibit "C" to the Declaration of Mailing.

#### The Vote

The Debtors utilized certain procedures to insure an accurate record of receipt from and tabulation of the Ballots for acceptances or rejections of the Plan by the holders of claims against, and interests in, the Debtors whose claims or interests are impaired under the Plan.

Every holder of a claim or interest was assigned to a class of claims or interests pursuant to the Plan. Claims and interests in Classes 4, 5, 6, 10, 12 and 13 are entitled to vote for or against the Plan.

The Debtors received executed Ballots through the United States Postal Service, telefax, and independent courier services at the offices of The Trump Organization, 725 Fifth Avenue, New York, New York 10022, at the offices of MacKenzie, 850 Third Avenue, New York, New York 10022, or at MacKenzie, Proxy Tabulation, P.O. Box 5288, New York, New York 10126-0852, and at the offices of Willkie Farr & Gallagher, 153 East 53rd Street, New York, New York 10022 on or before March 6, 1992, at 5:00 p.m., New York City time.

The Ballots were opened and inspected at the offices of The Trump Organization, MacKenzie and Willkie Farr & Gallagher. All Ballots tabulated were properly executed. The Ballots were sorted according to the class of claims or



interests indicated on each Ballot as assigned prior to dissemination of the Ballot.

The Ballots were tallied by Trump Organization personnel under the direct control and supervision of John Burke, MacKenzie personnel under the direct control of Daniel H. Burch, and attorneys at Willkie Farr & Gallagher. Ballots in each voting class were counted to determine the number of acceptances and rejections in each class, and, for classes of claims, the total dollar amounts of the accepting and rejecting Ballots in each class.

RESULTS OF TABULATION

The results of the voting process are summarized below.

Class	Acceptances			Rejections		
	Number	Claim or Interest Amount	Percentage	Number	Claim or Interest Amount	Percentage
4*	695	\$194,559,745.3	77.04%	144	\$57,998,929.4	22.96%
5	1	\$ 50,000,000	100%	None		
6	1	\$ 13,000,000	100%	None		
10	1	\$ 28,264,878	100%	None		
12	2	100% of Partnership Interests	100%	None		
13	1	101 shares	100%	None		

\* One Ballot representing \$29,451,726.42 principal and/or accreted amount of Bonds (inclusive of accrued interest thereon through January 22, 1992) is subject to the terms and conditions set forth on such Ballot.

The First Amended Joint Plan of Reorganization

On March 9, 1992, the Debtors filed the Amended Plan. The Amended Plan was immaterially modified from the Plan annexed to the Disclosure Statement. The following summarizes the changes reflected in the First Amended Plan of Reorganization of Trump's Castle.

- The Plan itself was changed slightly. The words "First Amended" were added to the title of the Plan and the Exhibit numbers were added.
- Under the Indenture, the covenant limiting Trump's Castle Funding, Inc.'s ("TCFI") right to directly or indirectly, create, incur, assume or otherwise become liable with respect to any Debt or Guarantee was broadened to permit its obligations under the Midlantic Amended Term Loan.

(Section 12.04)

- Under the Indenture, the covenant restricting TCFI's activities was broadened to allow TCFI to otherwise comply with its obligations under the Midlantic Amended Term Loan. Under the Original Plan, TCFI was already permitted to preserve its rights under the Mortgage Documents and to do or cause to be done all things necessary or appropriate to protect the Trust Estate and preserve its rights therein.

(Section 12.06)

- Under the Indenture, the covenant limiting the incurrence of liens on the Trust Estate by TCFI, the Guarantor and any Subsidiary of the Guarantor was broadened to permit the incurrence of an additional Lien on the Trust Estate, such Lien being a condition to permitting the Partnership and/or the Company to engage in a Combination Transaction (as defined in the Credit Agreement), as already set forth in the Credit Agreement. Specifically, in the event of a Combination Transaction pursuant to which TC/GP or any of the

Holders receive or continue to hold any equity interest or partnership interest in a successor entity, such successor entity shall grant to Midlantic a mortgage, junior and subordinate to the Lien of the Mortgage and to the Lien held by the Trustee under the Mortgage (as such term is defined in the Indenture), securing the successor entity's obligation to apply any partnership or corporate distribution or dividend to be made in respect of such partnership or such other equity interest held by TC/GP or any of the Holders as a mandatory prepayment in respect of the Grid Note.

The addition described above was added as (ii) to Section 12.05(b). Therefore, an (i) was also added to Section 12.05(b).

(Section 12.05)

- Under the Indenture, the covenant restricting the Partnership from redeeming the casino gaming chips issued to Fred C. Trump in the amount of \$3,500,000 was broadened. So long as there is no Event of Default, the Partnership may redeem all such chips at any time if approved by unanimous vote of the Board of Partnership Representatives of the Partnership with the unanimous consent of the TC/GP representatives.

The addition described above was added as subsection (c) to Section 12.17. Therefore, the "and" was deleted from the end of Section 12.17(a) and inserted at the end of Section 12.17(b).

(Section 12.17)

- Under the Partnership Agreement, the first Whereas clause was changed to reflect that the Agreement of Limited Partnership was amended on , 1992 and \_\_\_\_\_, 1992 (as opposed to , 1991).

As was already stated in the Original Plan, these amendments refer to the conversion of the Partnership from a limited partnership to a general partnership.

- Under the Partnership Agreement, the Capital Account of TC/GP as of the date of the Agreement was modified. Under the Original Plan, TC/GP's

Capital Account was equal to \$ \_\_\_\_\_ (representing 49.995 percent of the agreed fair market value of the Partnership's assets as of the date of the Partnership Agreement as determined by the Appraisal, less 49.995 percent of the sum of

- (i) the issue price of the Outstanding Bonds issued substantially contemporaneously with the effectiveness of the Partnership Agreement (as determined by the Appraisal),
- (ii) all other liabilities of the Partnership valued at the amount as the same are of would be carried on a balance sheet of the Partnership as of the date of the Appraisal and
- (iii) Trump's Priority Capital as of the date hereof).

Under the First Amended Plan, the means of valuing the liabilities of the Partnership pursuant to subsection (ii) above was modified to be valued at the amount reflected in the Appraisal.

Also, under the First Amended Plan, TC/GP's Capital Account was modified from being equal to \$ \_\_\_\_\_ (representing 49.995 percent of the agreed fair market value . . . to being equal to 49.995 percent of the agreed fair market value . . . . A similar change was also made to the Capital Account of Trump.

In addition, TCHI's capital account was changed from being equal to \$ \_\_\_\_\_ to being equal to 0.01 percent of the agreed fair market value of the Partnership's assets as of the date of this Agreement as determined by the Appraisal, less 0.01 percent of the sum of (i) the issue price of the Outstanding Bonds issued substantially contemporaneously with the effectiveness of the Partnership Agreement (as such issue price is determined by the Appraisal), (ii) all other liabilities of the Partnership valued at the amount reflected in the Appraisal and (iii) Trump's Priority Capital as of the date hereof.

(Article 4.1)

- Under the Partnership Agreement, the Original Plan provides that if, in any year, any Partner is required to make federal or state estimated income tax payments under applicable law and regulations, then, at least thirty (30) days prior to the date (the "Estimated Payment Date") upon which any such payments are due, the chief financial officer or president of such Partner shall certify, in a certificate delivered to the Other Partners and the Partnership, the amount (the "Estimated Payment") of the liability for Pro Forma Taxes due on the Estimated Payment Date . . .

The First Amended Plan modifies this by adding the parenthetical "(or such Partner, in the case of an individual)" after the phrase "president of such Partner."

(Article 5.6.1.2)

- Under the Partnership Agreement, in discussing the possible future conversion of the Partnership to a limited partnership, the word "or" replaced a comma in separating two restrictions on any aspect of such conversion.

(Article 10.4)

- Under the Partnership Agreement, in Exhibit A thereto where the percentage interests of the Partners are set forth, the percentage interests of TC/GP and TCHI were properly aligned with the percentage interest of Trump. Such percentage interests did not numerically change at all.
- Under the Original Plan, the Amended and Restated Certificate of Incorporation of TC/GP provided that TC/GP was not allowed to approve any amendment or supplement to, or modification of, or waiver under, or other change to, certain provisions of the Partnership Agreement (the effect of which is to materially adversely affect the rights of TC/GP under the Partnership Agreement) including, but not limited to Section 7.11, without approval by the affirmative vote of a majority of the shares of Common Stock.

Under the First Amended Plan, this provision was modified. The Board of Directors may in its discretion grant or approve a waiver under Section 7.11 if it shall determine in good faith that such waiver does not materially adversely affect the rights of TC/GP under the Partnership Agreement. Section 7.11 discusses those actions which, prior to the occurrence of a Managing Partner Event, require in addition to the vote of a majority of the Board of Partner Representatives, the affirmative vote of at least two of the TC/GP Representatives.

(Section 12)

- Under the Amended and Restated Certificate of Incorporation of TC/GP, brackets were removed from a sentence.

(Section 12)

#### ARGUMENT

##### I.

#### THE PLAN MODIFICATIONS IN THE AMENDED PLAN COMPLY WITH APPLICABLE BANKRUPTCY LAW AND DO NOT REQUIRE FURTHER DISCLOSURE OR RESOLICITATION

Section 1127 of the Bankruptcy Code governs modifications to a plan of reorganization. Section 1127 provides, in pertinent part:


(a) The proponent of a plan may modify such plan at any time before confirmation but may not modify such plan so that such plan as modified fails to meet the requirements of sections 1122 and 1123 of this title. After the proponent of a plan files a modification of such plan with the court, the plan as modified becomes the plan.

. . . .

(c) The proponent of a modification shall comply with section 1125 of this title with respect to the plan as modified.

(d) Any holder of a claim or interest that has accepted or rejected a plan is deemed to have accepted or rejected, as the case may be, such plan as

SCHWARTZ, TOBIA & STANZIALE  
A Professional Association  
22 Crestmont Road  
Montclair, New Jersey 07042  
(201) 746-6000  
Co-counsel for Debtors-in-Possession

FILED  
JAMES R. WILSON, CLERK  
MAR 11 1992  
U.S. BANKRUPTCY COURT  
OF N.J.  
BY  DEPUTY

By:   
BEN H. BECKER (BHB-6377)

in re: : UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
RUMP'S CASTLE ASSOCIATES, : CASE NO. 92-11191 JW  
et al., : 92-11192 JW  
92-11193 JW  
Debtors. : Chapter 11

**APPLICATION TO EMPLOY AND RETAIN  
COOPER, PERSKIE, APRIL, NIEDELMAN, WAGENHEIM & LEVENSON  
AS SPECIAL MUNICIPAL COURT AND COLLECTION COUNSEL  
FOR THE DEBTORS-IN-POSSESSION**

: THE HONORABLE JUDITH H. WIZMUR,  
United States Bankruptcy Judge  
15 North 7th Street  
Camden, New Jersey 08102-1104

The above captioned Debtors (collectively the "Debtors  
Debtors-in-Possession herein, by their attorneys Schwartz, T  
Stanziale, respectfully represent:

1. In conjunction with the filing of this Applicati

for the first quarter of 1992, subject to CCC approval, providing for payments of \$75,000 for such period.

**Summary of Employee Benefit Plan**

The Partnership has in effect a retirement savings plan for certain of its employees.

Employees of the Partnership who (i) were employed by the Partnership prior to September 1, 1986, regardless of age or (ii) were employed by the Partnership after September 1, 1986 and who have reached the age of 21 or completed their probationary period (other than employees covered by a collective bargaining agreement which does not provide for participation and certain non-resident aliens) are eligible to participate in the Trump Castle Hotel and Casino Retirement Savings Plan (the "Savings Plan"). Under the Savings Plan, the Partnership will contribute to a trust on behalf of each participating employee an amount (subject to a current annual limit of \$7,979) equal to 50% of the participant's contribution of up to 4% of such employee's compensation. Employees may elect to contribute to the Savings Plan during each payroll period an amount equal to 1% to 15% of the compensation otherwise payable to such employee.

Employees are immediately 100% vested in their own contributions and any related earnings and losses. Vesting in the Partnership's contributions and any related earnings and losses begins in the second year of service with 25% vesting, increasing yearly to 100% vesting after the fifth year of service.

Funds accumulated for an employee are retained for his or her account until termination of employment or attainment of age 59-1/2, at which time such employee may withdraw his or her vested funds.

During 1990, the Partnership made the following matching vested contributions on behalf of the following executive officers and to all key employees as a group: Anthony Calandra (\$3,215); Jeffrey A. Ross (\$5,931); Lyndon Stockton (\$2,273); Nancy E. Bauer (\$3,110); and key employees as a group (18 persons) \$28,677.

**Proposed Changes in Management**

Upon consummation of the Plan, the Partnership will be managed by its Board, which will initially consist of four members appointed by Donald J. Trump and three members appointed by the Board of Directors of TC/GP. Donald J. Trump will resign as a director and officer of TC/GP and the new directors of TC/GP will be appointed by the Steering Committee. See "Description of the TC/GP Certificate of Incorporation and Bylaws." It is anticipated that four of the current executive officers of the Partnership, Mr. Trump, Mr. Ribis, Mr. Bollenbach and Mr. East, will act as members of the Board after the Effective Date.

TCM and the Partnership will execute the Management Agreement pursuant to which TCM will provide certain management services to the Partnership. See "Management Agreement."

**CERTAIN TRANSACTIONS**

**Summary of Transactions with Donald J. Trump and His Affiliates**

The following table sets forth the amounts due to the Partnership from Donald J. Trump and his Affiliates as of November 30, 1991. For a more detailed description of the Partnership's transactions with Donald J. Trump and his Affiliates, see "— Trump Demand Notes" and "— Other Transactions with Affiliates" below. None of such receivables will be affected by the Plan.

	Amount Due and Outstanding to the Partnership as of November 30, 1991
Trump Plaza Associates .....	\$283,000(1)
Trump Taj Mahal Associates Limited Partnership .....	113,000(2)
New York Plaza Hotel .....	24,000(3)
Trump Organization .....	<u>87,000(4)</u>
Total Due from Affiliates as of November 30, 1991 .....	<u>\$507,000</u>

(1) Includes approximately \$259,000 owed to the Partnership in respect of salaries paid to common employees and audit committee members, approximately \$20,000 for entertainment charge backs, approximately \$2,000 for



- ...donation. ... for commonly used warehouse space and \$2,000 reimbursement for a
- (2) Includes \$108,776 owed to the Partnership in respect of salaries paid to common employees, approximately \$3,000 for ratable portion of utilities expense for commonly used warehouse space and approximately \$1,224 for miscellaneous inventory acquired.
  - (3) Reimbursement for printing work for promotional materials.
  - (4) Includes \$80,610 owed to the Partnership in respect of salaries paid to common employees and \$6,390 of employee expense reimbursement.

### Trump Demand Notes

On December 19, 1989, the Partnership borrowed \$2,000,000 from Donald J. Trump on an unsecured basis pursuant to a Promissory Note dated December 19, 1989 (the "First Note"). On June 26, 1990, the Partnership borrowed an additional \$26,264,878 from Donald J. Trump on an unsecured basis pursuant to a Demand Note dated June 26, 1990 (the "Second Note" and together with the First Note, the "Trump Demand Notes"). The proceeds of the Trump Demand Notes were used to satisfy a portion of the interest payments due to holders of Old Bonds in June of 1990. The Trump Demand Notes bear interest at the prime rate (in the case of the Second Note) and at the "Prime Lending Rate" of Bankers Trust Company (in the case of the First Note). The principal and interest obligations evidenced by the Trump Demand Notes are payable to Donald J. Trump by the Partnership on demand.

On the Effective Date, the Trump Demand Notes will be contributed to the Partnership and Mr. Trump will receive, in addition to his other rights, the Trump Priority Interest. See "The Plan."

### Other Transactions With Affiliates

Although the Partnership has not fully considered all the areas in which it intends to engage in transactions with Affiliates, it is free to do so on terms it believes to be the same as could be obtained in third party transactions, and may, in the future, expand the scope of its current transactions with Affiliates. Transactions with Affiliates (including Donald J. Trump and his Affiliates) are governed by the provisions of the Old Indenture and the Old Mortgage, and will be governed by the provisions of the New Indenture, the Amended Mortgage and the Amended Partnership Agreement which generally require that such transactions be on terms comparable to those generally available on an arm's-length basis in equivalent transactions with third parties. Under a condition imposed by the CCC in renewing the Partnership's casino license effective May 16, 1991, payments from the Partnership to any related entity or any partner of the Partnership require prior CCC approval with the exception of (1) payments pursuant to a tax allocation agreement; (2) payments to satisfy or maintain a debt obligation, the structure of which has been expressly approved by the CCC; (3) payments representing the Partnership's proportionate share of group insurance premiums; (4) payments for fair and adequate consideration for services rendered or property purchased or leased by or to casino service industries or junket enterprises or applicants for such licenses; and (5) any individual payment in the ordinary course of business less than \$100,000 and any such cumulative payments not exceeding \$500,000 in any calendar year. Under a condition imposed by the CCC on the Partnership's casino license effective October 7, 1991, any payments from the Partnership, whether directly or indirectly, to any officer, director or principal employee of the Partnership or any holding company thereof, or any entity controlled by any officer, director or principal employee of the Partnership or any holding company thereof, for services rendered outside the scope of the position or employment of the individual, shall be subject to prior CCC approval.

In December 1990, Fred Trump, the father of Donald J. Trump, placed \$3,500,000 in cash on deposit with the Partnership's casino cage, which was recorded by the Partnership as a gaming patron deposit. Counter check(s) totaling \$3,500,000 were issued against the deposit, for which Fred Trump received gaming chips valued at \$3,500,000. These gaming chips were included in the outstanding chip liability on the Partnership's books at December 31, 1990. On August 21, 1991, the CCC required that Fred Trump not redeem or transfer said gaming chips without prior CCC approval. As of the date hereof, Fred Trump has not redeemed the gaming chips for cash. The Partnership's ability to redeem the gaming chips of Fred Trump is restricted under the New Indenture. See "Description of New Bonds — Certain Covenants — Limitations on Certain Redemptions of Gaming Chips."

The CCC has ruled that the transaction was, in fact, a loan from Fred Trump to the Partnership. The Partnership has subsequently been fined by the CCC for its handling of the transaction and Fred Trump has been found by the CCC to be a qualified financial source of the Partnership.

In addition, the Partnership has engaged in some limited intercompany transactions with TPA, TTMA and Plaza Operating Partners, Ltd. ("Plaza Hotel"), the partnership which operates The Plaza Hotel in New York City. TPA and Plaza Hotel are 100% beneficially owned by Donald J. Trump and TTMA is 50% beneficially owned by Donald J. Trump.

TTMA and Plaza Hotel utilized the print shop operations (which ceased in February 1991) and the fleet maintenance based upon the cost thereof to the Partnership. In 1990, the Partnership was paid approximately \$1,823,000 for fleet maintenance and limousine services provided to TPA, TTMA and Plaza Hotel. Payments made to the Partnership by TPA, TTMA and Plaza Hotel for services provided by its print shop in 1990 were approximately \$149,000. In addition, TTMA and TPA leased portions of the Partnership's warehouse/office facility as described below.

Two adjacent parcels of land on the Pleasantville-Egg Harbor Township border, constituting approximately 10 acres, were sold by the Partnership to TTMA in April 1991 for \$1,700,000. The first parcel contains two buildings, certain fleet maintenance facilities of the Partnership, which TTMA will continue to operate and will charge the Partnership and TPA therefor, and an office/warehouse facility. Prior to such sale, the Partnership leased portions of the office/warehouse facility to TPA and TTMA. In 1990, TPA made lease payments of approximately \$135,000 and TTMA made lease payments of approximately \$4,200 to the Partnership. The second parcel is unimproved.

Until June 1990, the Partnership leased from Aliban, Inc. (a Delaware corporation wholly owned by Donald J. Trump), the Trump Princess, a 282-foot luxury yacht, for the entertainment of Trump Castle's guests and for other promotional purposes. The Partnership paid rentals of approximately \$400,000 per month and, in addition, was responsible for all operating costs. Donald J. Trump, TPA and any other Affiliates utilizing the Trump Princess were billed for such usage at Trump Castle's cost. In 1990, the Partnership's payments to Aliban, Inc., net of payments to the Partnership from Affiliates for usage of the Trump Princess, aggregated approximately \$226,000.

Until January 1991, Helicopter Air Services, Inc. (d/b/a Trump Air) ("Trump Air"), a Delaware corporation wholly owned by Donald J. Trump, provided regularly scheduled helicopter services to the public between New York City and Atlantic City. In addition, the Partnership provided complimentary carriage to certain patrons of Trump Castle on an Aerospatiale Super Puma helicopter that was operated by Trump Air and owned by another corporation that is wholly owned by Donald J. Trump. Trump Air was reimbursed by the Partnership for its actual costs and expenses incurred in rendering helicopter services provided by the Super Puma. All other helicopter services provided by Trump Air to patrons of Trump Castle were paid for by the Partnership at Trump Air's prevailing ticket rates. In 1990, the Partnership paid Trump Air approximately \$328,000 for complimentary air services provided to patrons of Trump Castle on the Super Puma and on Trump Air's other helicopters.

In connection with the restructuring of the indebtedness of the Partnership and the Company, including, among other things, preparation of the Plan and the Solicitation, certain employees of The Trump Organization have provided various services to the Partnership. The Partnership has reserved the right, subject to the approval of a majority of the Board, to combine other operations of the Other Trump Casinos and Trump Castle and to enter into other transactions with Affiliates, subject to the terms of the New Indenture and the Amended Mortgage and the rules and regulations of the CCC.

## THE SOLICITATION

### General

The Solicitors, upon the terms and subject to the conditions set forth herein, are soliciting an Acceptance of the Plan from each person who was a beneficial holder of Old Bonds on the Voting Record Date. A form of Ballot, and where appropriate a form of Master Ballot, to be used for voting to accept or reject the Plan together with a self-addressed postage-paid envelope has been provided with this Prospectus.

### Expiration Date; Extensions; Amendments

The Solicitation will expire at 12:00 midnight, New York City time, on March 6, 1992, unless the Solicitors, in their sole discretion, extend the Solicitation to a date not later than April 30, 1992, such date and any extension thereof being referred to herein as the "Expiration Date." During any extension, all Ballots and Master Ballots previously given will remain subject to all the terms and conditions of the Solicitation, including the revocation rights specified herein.

The Solicitors expressly reserve the right, at any time or from time to time, to extend the period of time for which the Solicitation is to remain open by giving oral or written notice to the Ballot Agent of such extension. Any extension or expiration of the Solicitation will be followed as promptly as practicable by a public announcement. Without limiting the manner in which the Solicitors may choose to make the public announcement, the Solicitors will not, unless otherwise required by law, publish, advertise or otherwise communicate any such public announcement other than by making a release to the Dow Jones News Service. The Solicitors expressly reserve the right to amend, at any time and from time to time, the terms of the Solicitation or the Plan. If the Solicitors make a material change in the terms of the Solicitation or the Plan or if they waive a material condition, the Solicitors will disseminate additional Solicitation materials and will

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

-----X  
In re :  
 :  
TRUMP'S CASTLE ASSOCIATES, : Case Nos. 92-11191  
 et al., : 92-11192  
 : 92-11193  
 : (Jointly Administered)  
 Debtors. :  
 : (Chapter 11)  
-----X

FILED  
MAY 3 1992  
U.S. BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

SUPPLEMENTAL CERTIFICATION IN SUPPORT OF APPLICATION TO  
EMPLOY AND RETAIN ARTHUR ANDERSEN & CO. AS ACCOUNTANTS  
FOR THE DEBTORS AND DEBTORS IN POSSESSION

RICHARD ROBBINS certifies as follows:

1. I am a partner in the Firm of Arthur Andersen & Co. Andersen") and submit this Supplemental Certification in support of Application (the "Application") To Employ and Retain Andersen as accountants And Financial Advisors For The Debtors And Debtors In session (the "Debtors").

2. On March 9, 1992 (the "Petition Date"), each of the Debtors filed a petition for reorganization under chapter 11 of title United States Code (the "Bankruptcy Code").

3. On the Petition Date, a hearing (the "Hearing") was held before the Honorable Judith Wizmur, United States Bankruptcy Judge, consider, among other things, the Application. After the Hearing, Court entered an order authorizing the Debtors to retain Andersen

65.

Special Counsel to Debtors/Debtors-in-Possession

By: Charles A. Stanziale, Jr. (CS/1227)

**WILLKIE FARR & GALLAGHER**  
One Citicorp Center  
153 East 53rd Street  
New York, New York 10022-4669  
(212) 935-8000

Co-Counsel to Debtors/Debtors-in-Possession

*[Handwritten signature]*  
MAY 1992

By: \_\_\_\_\_

In Re:	:	UNITED STATES BANKRUPTCY COURT
	:	FOR THE DISTRICT OF NEW JERSEY
TRUMP'S CASTLE ASSOCIATES, <u>et al.</u> ,	:	Chapter 11 92-11191
	:	92-11192
Debtors.	:	Case Nos. <u>92-11193</u>
	:	Jointly Administered
	:	Hearing Date: March 30, 1992
	:	

**SUPPLEMENTAL CERTIFICATION IN SUPPORT OF  
APPLICATION TO RETAIN RIBIS, GRAHAM &  
CURTIN AS SPECIAL COUNSEL**

PETER MICHAEL LAUGHLIN, pursuant to 28 U.S.C. §1746,  
certifies as follows:

1. I am an attorney at law of the State of New Jersey,  
and a member of the firm of Ribis, Graham & Curtin. I make this  
certification on behalf of the firm in support of the Application  
of the captioned debtors, Trump's Castle Associates ("Trump's  
Castle"), Trump's Castle Funding, Inc. ("Funding") and Trump's  
Castle Hotel & Casino, Inc. ("Hotel"; together with Trump's Castle  
and Funding, the "Debtors") to retain Ribis, Graham & Curtin as  
Special Counsel to the Debtors pursuant to 11 U.S.C. § 327(e) and

64.

SCHWARTZ, TOBIA & STANZIALE  
A Professional Association  
22 Crestmont Road  
Montclair, New Jersey 07042  
(201) 746-6000  
Co-counsel for Debtors-in-Possession

*JS*

By: *B. H. Becker*  
BEN H. BECKER (BHB-6377)

In re: : UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
TRUMP'S CASTLE ASSOCIATES, : CASE NO. 92-11191 JW  
et al., : 92-11192 JW  
92-11193 JW  
Debtors. : CHAPTER 11

**SUPPLEMENTAL CERTIFICATION IN SUPPORT OF DEBTORS'  
APPLICATION TO RETAIN SCHWARTZ, TOBIA & STANZIALE  
AS CO-COUNSEL TO DEBTORS-IN-POSSESSION**

I, BEN H. BECKER, located at 22 Crestmont Road,  
Montclair, New Jersey 07042 by way of certification in lieu of  
affidavit, do hereby state:

1. I am a member of the firm of Schwartz, Tobia & Stanziale.
2. This certification is being presented in support of the Debtors' application to retain Schwartz, Tobia & Stanziale as co-counsel to the Debtor-in-Possession.
3. On the petition date, a hearing (the "Hearing") was

62

SCHWARTZ, TOBIA & STANZIALE  
KIP'S Castle  
22 Crestmont Road  
Montclair, New Jersey 07042  
(201) 746-6000  
Co-Counsel to Debtors

By: Charles Stanziale  
Charles Stanziale (CS-1227)

WILLKIE FARR & GALLAGHER  
One Citicorp Center  
153 East 53rd Street  
New York, New York 10022-4669  
(212) 935-8000  
Co-Counsel to Debtors

By: Myron Trepper  
Myron Trepper (MT/2636)

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

-----X  
In re :  
TRUMP'S CASTLE ASSOCIATES, : Case No. 92  
et al., : (Chapter 11)  
Debtors. :  
-----X

ORDER AUTHORIZING THE DEBTORS TO ASSUME AN  
EXECUTORY CONTRACT WITH ROPES & GRAY, AS  
COUNSEL TO THE UNOFFICIAL STEERING COMMITTEE

Upon the motion (the "Motion") dated March 9, 1992  
(the "Petition Date") of the above-captioned debtors and  
debtors in possession (collectively, the "Debtors") for an  
order pursuant to section 365(a) of title 11, United States

CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
477	191	4/20/92 U	5,000.00 ACEVEDO, NARCISO %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
228	191	4/08/92 U	557.53 ACTION SPORTSWEAR, INC. % DONNA L. SINENDINGER, ATTY GOLDSTEIN & GARBAR 1800 BELLMERE AVENUE BELLMORE NY 11710	N			
526	191	4/20/92 U	0.00 ADAMS, DORTHEA %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
51	191	3/27/92 U	448.00 AIN PLASTICS PO BOX 151 MT VERNON NY 10550	N			
44	191	3/27/92 U	680.38 ALLEGHENY LOCK CO INC 1006-08 COTTMAN AVENUE PHILA PA 19111	N			
479	191	4/20/92 U	0.00 ALMOND, ROSELLE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
478	191	4/20/92 U	25,000.00 ALOSI, JANET %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
504	191	4/20/92 U	250,000.00 ALVARADO, LOUIS %GOLDENBURG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
525	191	4/20/92 U	250,000.00 ALVARADO, LOUIS %GOLDENBURG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
580	192	5/05/92 U	5,145.90 AMERICAN EXPRESS TRAVEL RELATE SERVICES CO., INC. CORPORATE CARD % BECKETT & MATKINS, ATTY. P. O. BOX 512 DEPT. MALVERN PA 19355	N			

REPORT: RPT7100  
RUN DATE: 06/24/92

TRUMP'S CASTLE ASSOCIATES  
REGISTER OF CLAIMS  
CASE NUMBERS 92-11191 THROUGH 92-11193

PAGE: 15:45  
TIME: 15:45

CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
382 191	4/20/92 S	223,547.06	AMPLICON, INC. 5 HUTTON CENTRE DRIVE SUITE 500 SANTA ANA CA 92707	N			
466 191	4/20/92 U	943.75	ANACOMP, INC. 11550 N. MERIDAN ST P.O. BOX 40888 INDIANAPOLIS IN 46240	N			
501 191	4/20/92 U	0.00	ANTONUCCI, JERRY %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
450 191	4/20/92 U	2,580.03	APPLAUSE 6101 VARIEL AVENUE WOODLAND HILLS CA 91367	N			
503 191	4/20/92 U	0.00	ARKEL, MARY %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
443 191	4/20/92 U	10,000.00	ARNOLD, EUGENE %HENRY G. KLEIN 811 CLIFTON AVENUE P. O. BOX 1585 CLIFTON NJ 07015	N			
455 191	4/20/92 U	10,000.00	ARNOLD, EUGENE %HENRY G. KLEIN 811 CLIFTON AVENUE P. O. BOX 1585 CLIFTON NJ 07015	N			
192 191	4/06/92 U	0.00	ARPINA, AURELIA & ANIELLO %HANKIN, SANDSON, ET. AL ATTN: ROBERT S. SANDMAN 30 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
246 191	4/09/92 U	50,000.00	ARTLEY, CAROL % DAVID J. ZENDELL, ATTY 27 CHURCH STREET PATERSON NJ 07505	N			
357 193	4/16/92 S	10,000.00	ARTZ, DOROTHY & HOWARD, JERRY JT TEN	N			



REPORT: RPT7100  
RUN DATE: 06/24/92

TRUMP'S CASTLE ASSOCIATES  
REGISTER OF CLAIMS  
CASE NUMBERS 92-11191 THROUGH 92-11193

CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
40	191	3/27/92 U	7,971.84 ASCAP CAMPUS CENTER 120 GIBRALTAR ROAD SUITE 215 HORSHAM PA 19044	N			
402	191	4/20/92 U	0.00 ATLANTIC CITY COIN & SLOT SERVICE CO., INC. 201 WEST DECATUR AVENUE PLEASANTVILLE NJ 08232	N			
271	191	4/13/92 U	0.00 ATLANTIC CITY CONVENTION & VISITOR'S BUREAU 2301 BOARDWALK ATLANTIC CITY NJ 08401	N			
343	191	4/14/92 U	2,349.11 ATLANTIC TYPEWRITER CO. PO BOX 727 ABSECON NJ 08201	N			
448	191	4/20/92 U	200,000.00 AXELROD, HARVEY % PRESS & LONG, P.A. 2419 SHEPHERD CIRCLE NORTHFIELD NJ 08225	N			
72	191	3/27/92 P	0.00 BACHEN, HARRY M. 121 N PRINCETON AVE VENTNOR NJ 08406	N			
218	191	4/06/92 U	0.00 BAGLIOVO, CHRISTINE ZMCALLISTER-WESTMORELAND BAYPORT ONE YACHT CLUB DRIVE ATLANTIC CITY NJ 08232	N			
585	191	4/27/92 U	1,500.00 BALLIRANO, MADELINE 110 GRANDVIEW AVENUE JOHNSTON RI 02919	N			
373	192	4/20/92 U	0.00 BANKERS TRUST COMPANY %JANE L VRIS, ATTY MACHTELL, LIPTON, ROSEN & KATZ 299 PARK AVENUE NEW YORK NY 10171-0149	N			
380	191	4/20/92 U	0.00 BANKERS TRUST COMPANY %JANE L VRIS, ATTY MACHTELL, LIPTON, ROSEN & KATZ 299 PARK AVENUE NEW YORK NY 10171-0149	N			

REPORT: RPT7100  
RUN DATE: 06/24/92

TRUMP'S CASTLE ASSOCIATES  
REGISTER OF CLAIMS  
CASE NUMBERS 92-11191 THROUGH 92-11193

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399 191	4/20/92 U	0.00	BANKERS TRUST COMPANY %JANE L VRIS, ATTY MACHTELL, LIPTON, ROSEN & KATZ 299 PARK AVENUE NEW YORK NY 10171-0149	N			
400 192	4/20/92 S	0.00	BANKERS TRUST COMPANY %JANE L VRIS, ATTY MACHTELL, LIPTON, ROSEN & KATZ 299 PARK AVENUE NEW YORK NY 10171-0149	N			
502 191	4/20/92 U	37,500.00	BARONE, MARIENE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
391 191	4/20/92 U	0.00	BAUM MICHAEL, EXECUTOR ESTATE OF RUTH THOMAS %MICHAEL D. REED 1801 N. FRONT ST./P.O. BOX 729 HARRISBURG PA 17108	N			
499 191	4/20/92 U	0.00	BAXTER-MUSEL, ADELE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
436 191	4/20/92 U	544.88	BELL SECURITY SALES INC. 411 BLOOMFIELD AVENUE BLOOMFIELD NJ 07003	N			
572 191	4/09/92 P	3,500.00	BERK, EDNA 809 SHARPSBURG CIRCLE BIRMINGHAM AL 35213	N			
69 191	3/27/92 P	0.00	BEST, DEBRA J. 712 WOODLAND RD MT HOLLY NJ 08060	N			
122 191	4/02/92 P	0.00	BIZUB, LISA A. 1708 HARBOR LANE SOMERS POINT NJ 08244	N			
500 191	4/20/92 U	20,000.00	BLOWES, DORIS %GOLDENBERG, MACKLER	N			

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435 191	4/20/92 U	0.00	BORDONARO, THERESA 370 NESBITH TERRACE IRVINGTON NJ 07111	N			
274 191	4/13/92 U	0.00	BOWIE, COLEMAN %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
323 191	4/13/92 U	0.00	BOWIE, FLORENCE %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
547 193	4/21/92 U	0.00	BRACY, LASLIE 317 HENSON ST SAN DIEGO CA 92114	N			
275 191	4/13/92 U	5,000.00	BRAITHWAITE, DENNIS, J. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
497 191	4/20/92 U	0.00	BRAZIER, DEBORAH L. %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
34 191	3/27/92 P	0.00	BROWNE, DONALD R. 381 COSCOB DR. ABSECON NJ 08201	N			
35 191	3/27/92 U	0.00	BROWNE, SARAH 381 CASCOB DRIVE ABSECON NJ 08201	N			
276 191	4/13/92 U	0.00	BRYANT, JOHN G. JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
395 191	4/20/92 U	200,000.00	BRYCE, HUGH J. & ESTHER % ALFRED ABBOTTS, ATTY AT LAW 6 WOODBURY ROAD EHING NJ 08638-1420	N			

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446 191	4/20/92 S	0.00	CASINO REVENUE FUND ARCADE BLDG TENNESSEE & BOARDWALK ATLANTIC CITY NJ 08401	N			
43 191	3/27/92 P	0.00	CATONA, MARC A. 234 HURON AVE ABSECON NJ 08201	N			
167 191	4/02/92 P	0.00	CAVALLARO, TROY D. 1109 SHELBURNE AVENUE ABSECON NJ 08201	N			
132 191	4/02/92 U	123,081.78	CENTURY SEA FOODS INC. 1-3 SEA FOOD MARKET FOOD DISTRIBUTION CENTER PHILADELPHIA PA 19148	N			
496 191	4/20/92 U	0.00	CHAMBERLAIN, DONNA %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
338 191	4/14/92 S	0.00	CHANG, MAIDA & CECILY JT TEN 337 LOS ALTOS AVENUE LOS ALTOS CA 94022	N			
571 191	4/09/92 U	35,000.00	CHAPMAN, NELSON %JOEL M. STOLOFF 35 N. FOURTH STREET CAMDEN NJ 08102	N			
495 191	4/20/92 U	0.00	CHAPMAN, SEAN %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
326 191	4/14/92 S	10,000.00	CHARLTON, KAREN HUNT 3099 ROOSEVELT ST PLACERVILLE CA 95667	N			
279 191	4/13/92 U	0.00	CHASE, RUPPERT %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			

494 191 4/20/92 U

0.00 CHAVEZ, ERUDINA E.

N

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243 191	4/09/92 U	0.00	CHRIST, KATHLEEN L. %VINCENT L. GALASSO 139 MAIN STREET HACKENSACK NJ 07601	N			
272 191	4/13/92 U	80,000.00	CHRISTOPFEL, EILEEN 159-32 96TH STREET HOWARD BEACH NY 11414	N			
109 191	4/02/92 U	75,000.00	CIRIGLIANO, VIKKI %MAURICE COLE 1000 BLOCK ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
86 192	3/27/92 S	2,500.00	CIRILO, ALVIN 14 JAYNE LAKE HAMDEN CT 06514	N			
493 191	4/20/92 U	2,500.00	COHEN, DINA %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
20 191	3/27/92 P	0.00	COLEMAN, ELAINE %FRANCIS S. MARMERO 1040 FT. 73 SOUTH BERLIN NJ 08009	N			
93 191	3/27/92 P	0.00	COLEMAN, MARY W. TUCKAHOE RD P.O. BOX 276 DOROTHY NJ 08317	N			
170 191	4/02/92 U	0.00	COLLINS, CHARLOTTE %ROBERT A. GELINAS SUITE 1800 260 SOUTH BROAD ROAD PHILADELPHIA PA 19102	N			
60 191	3/27/92 U	25,000.00	COLLINS, FRANCES %ALAN H. TEPER, ESQ. SUITE E 35 KRESSON ROAD CHERRY HILL NJ 08034	N			
71 191	3/27/92 P	0.00	COMEAV, MARY 716 BLENHEIM AVE ABSECON NJ 08201	N			

CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
569 191	3/27/92 U	0.00	COMEAU, JOSEPH E 716 BLENHEIM AVE ABSECON NJ 08201	N			
235 191	4/09/92 S	2,000.00	COMMERCE BANK CUST JACQUELINE M PORTEOUS IRA C/O FIRST PENSION CORP 1307 WEST YALE AVENUE ORANGE CA 92667	N			
236 191	4/09/92 S	24,000.00	COMMERCE BANK CUST RICHARD H HOLLENBAUGH IRA C/O FIRST PENSION CORP. 1507 WEST YALE AVENUE ORANGE CA 92667	N			
237 191	4/09/92 S	2,000.00	COMMERCE BANK CUST RUSSELL M PORTEOUS IRA C/O FIRST PENSION CORP 1507 WEST YALE AVENUE ORANGE CA 92667	N			
176 191	4/03/92 S	233.45	CONAMAY, BILL 150 KILLORAN DRIVE NEW CASTLE DE 19720	N			
107 191	3/27/92 P	0.00	CONESKY, SHANE E. 144 S ODESSA AVE EGG HARBOR NJ 08215	N			
335 191	4/14/92 U	125,000.00	CONTE, RUTH & PATRICK % MALTON M. KINGSBERRY, III, ESQ. REUSSILLE, MAUSNER, CAROTENUTO, ET AL 34 BROAD STREET, PO BOX 580 RED BANK NJ 07701	N			
491 191	4/20/92 U	0.00	COOK, DEIDRE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
543 191	4/20/92 U	0.00	COOPER, PHYLLIS %M.L. BLOCK/MARGOLIS, EDELSTEIN THE CURTIS CENTER 4TH FLOOR INDEPENDENCE SQUARE PHILADELPHIA PA 19106	N			

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451 193	4/20/92 S	64,125.00	CORBELL, PATRICIA S. PO BOX 855				
216 191	4/06/92 P	0.00	CORTES, DEMETRIO 45 PHILADELPHIA AVE. EGG HARBOR NJ 08215	N			
452 191	4/20/92 U	344.80	COSBY, SHIRLEY 505 MOODLAND HILLS RD WHITE PLAINS NY 10603	N			
583 191	4/24/92 S	1,200.00	CRAVER, VALERIE ZMARC S. ROSENBERG 401 CITYLINE AVENUE SUITE 122 BALA CYNWYD PA 19004-1122	N			
139 191	4/02/92 P	0.00	CRAMFORD, GLEN J. 515 N SOMERSET AVE VENTNOR NJ 08406	N			
14 191	3/27/92 U	1,141.00	CREDIT BUREAU ASSOCIATES P O BOX 923 CHERRY HILL NJ 08003	N			
160 192	4/02/92 U	178.50	CREDIT BUREAU OF GEORGIA, THE CBI-EQUIFAX P.O. BOX 4091 ATLANTA GA 30302	N			
492 191	4/20/92 U	0.00	CROSS, DON %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
103 191	3/30/92 U	700.00	CROUCH, DOROTHY 1089 SEASHORE ROAD CAPE MAY NJ 08204	N			
234 191	4/09/92 U	250,000.00	CUNNANE, JOSEPH & ALICE %GOLDSMITH & HEISS ATTN: THEODORE H. SMITH THE EXECUTIVE PLAZA, 211 NEM ROAD NORTHFIELD NJ 08225	N			
489 191	4/20/92 U	0.00	CUTAR, VINCENT M %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
83 191	3/27/92 U	0.00	DAMIANO, ROBERT PO BOX 605 23RD AVE ELMOOD NJ 08217	N			

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65 191	3/27/92 P	0.00	DANCHAK, LYNN S. 415 EDGEWOOD AVE. LINWOOD	N			
201 191	4/06/92 P	0.00	DANIELS, VIRGINIA 145 S. RHODE ISLAND ATLANTIC CITY	NJ	08221		
4 191	3/27/92 P	0.00	DAVENPORT JR., ROBERT A. 5404 BAY AVE OCEAN CITY	NJ	08226		
575 191	4/29/92 U	0.00	DE LIBAN, ELEANOR 4707 ST. CLAIR AVENUE NORTH HOLLYWOOD	CA	91607		
280 191	4/13/92 U	0.00	DEAN, EDWARD %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ	08401		
217 191	4/06/92 U	15,000.00	DEAN, LILLIAN % JOHN ZARYCH, ESQ. 1555 ZION ROAD, SUITE 201 NORTHFIELD	NJ	08225		
255 191	4/10/92 U	0.00	DELISA, GENEVIEVE %MITCHELL H. PORTNOI 860 U.S. HIGHWAY 1 EDISON	NJ	08817		
490 191	4/20/92 U	0.00	DELISKA, MARIE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ	08401		
179 191	4/06/92 P	0.00	DELONG, CARMEN V. 226 S DAVIS AVE AUDUBON	NJ	08106		
68 191	3/27/92 P	0.00	DEMARCO, ANIELLO A. 14 EAST PARK AVE OAKLYN	NJ	08107		
28 191	3/27/92 P	100,000.00	DEMONTÉ, KAY 242 BRINSMADÉ AVENUE	NJ			



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433 191	4/20/92 U	0.00	DENNIS, HARRY R.D. #2 ROCKY GLEN ROAD AVOCA	N			
487 191	4/20/92 U	0.00	DESAI, HIMANSHU %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	N			
281 191	4/13/92 U	0.00	DESHIELDS, FLORICE %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	N			
411 191	4/20/92 U	25,680.00	DESIGN IMAGERY 2 BUFFALO AVENUE EGG HARBOR	N			
488 191	4/20/92 U	0.00	DESTEFANO, NANCY %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	N			
214 192	4/06/92 U	50,000.00	DEVLIN, SHIRLEY %GABRIEL M. MOSS SUITE 108 8400 BUSTLETON AVENUE PHILDELPHIA	N			
174 191	4/03/92 P	0.00	DIETZ JR., ELWOOD W. 6 HOLLYBERRY STREET PLEASANTVILLE	N			
145 191	4/02/92 U	75,000.00	DIGIOVINE, NICK & THERESA %FITZSIMMONS & RINGLE ATTN: RICHARD RINGLE 50 PARK PLACE MEMARK	N			
189 191	4/06/92 U	75,000.00	DIGUGLIEMO, BARBARA % JAMES F. CRAWFORD, ESQ. 500 BAY CONDOMINIUM OCEAN CITY	N			
581 191	5/07/92 U	15,333.68	DONNELLEY DIRECTORY % FREEMAN, MINTZ, HAGNER & DEICHES, 34 TANNER STREET HADDONFIELD	N			

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133 191	4/02/92 U	0.00	DOTO, MAUREEN A. 132 COUNTY CLUB BLVD. TUCKERTON NJ 08087	N			
383 192	4/20/92 U	2,000,000.00	DOUGHTY ROAD INVESTORS % JOYCE A. HOWELL, ATTY 1200 LAUREL OAK ROAD SUITE 100 VOORHEES NJ 08043	N			
8 191	3/27/92 U	0.00	DOUGLAS, PHILIP % WILLIAM BROMLEY % MRSIS & BROMLEY 1125 ATLANTIC AVE., - STE. 647 ATLANTIC CITY NJ 08401	N			
159 191	4/02/92 U	0.00	DOMNEY, PHYLLIS % ROBIN G. MARKS, ESQ. HARTMAN, MARKS, NUGENT 300 CHESTER AVENUE MORRESTOWN NJ 08057	N			
258 191	4/10/92 U	0.00	DOYLE, JOHN F. 68 NORTHWOOD RD NEWTOWN SQUARE PA 19073	N			
378 191	4/20/92 U	258,671.13	DREYER & TRAUER % MARTIN I KLEIN, III ESQ. 101 PARK AVENUE NEW YORK NY 10178	N			
223 191	4/07/92 U	12,000.00	DUFFY, MARIE 1425 RIVER ROAD YARDLEY PA 19067	N			
82 191	3/27/92 P	0.00	DURKIN, TOM 5 OSBORN ROAD SOMERS POINT NJ 08244	N			
422 193	4/20/92 U	0.00	EAST, ERNEST % THE TRUMP ORGANIZATION 725 FIFTH AVENUE NEW YORK NY 10022	N			
534 192	4/20/92 U	0.00	EAST, ERNEST % THE TRUMP ORGANIZATION 725 FIFTH AVENUE NEW YORK NY 10022	N			

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535 191	4/20/92 U	0.00	EAST, ERNEST % THE TRUMP ORGANIZATION 725 FIFTH AVENUE NEW YORK NY 10022	N			
553 191	4/22/92 S	27,459.90	EASTMAN KODAK CREDIT CORP CREDIT DEPT. 41201KO 343 STATE STREET ROCHESTER NY 14650-1121	N			
554 192	4/22/92 S	9,796.71	EASTMAN KODAK CREDIT CORP CREDIT DEPT. 41201KO 343 STATE STREET ROCHESTER NY 14650-1121	N			
138 191	4/02/92 U	1,000,000.00	EBRON, VIOLA %WILLIAM BROMLEY 1125 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
251 191	4/09/92 S	20,000.00	ECKER, ARTHUR J. 501 S D STREET OXNARD CA 93030	N			
273 191	4/13/92 X	18,580.56	EDWARDS, NATHAN %BALLARD, SPAHR, ANDREWS, INGERSOLL ATTN: CHARISSE R. LILLIE 1735 MARKET ST./51ST FLOOR PHILADELPHIA PA 19103-7599	N			
430 191	4/20/92 U	1,475.00	EISNER, LARRY E. 1207 E. 66TH ST BROOKLYN NY 11234	N			
119 191	4/02/92 U	1,461.46	ELMER SCHULTZ SERVICE INC. 540 NORTH 3RD STREET PHILADELPHIA PA 19123	N			
54 191	3/27/92 P	0.00	ERSHAN, LEONARD 101 S. RALEIGH AVE ATLANTIC CITY NJ 08401	N			
164 191	4/02/92 U	3,587.50	FABULOUS TOURS 8523 18TH AVENUE BROOKLYN NY 11214	N			
485 191	4/20/92 U	0.00	FALCONE, GENNARO %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY, NJ 08401	N			

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250 191	4/09/92 U	9,819.00	FAMILY HEALTH PLAN, INC. ETHIX MID-ATLANTIC 530 E. SWEDESFORD RD., SUITE 201 MAYNE PA 19087	N			
242 191	4/09/92 U	100,000.00	FARINA, MARIA XGLASNER & SHEEHAN ATTN: EDMUND P. GLASNER 6 HOOPER AVENUE TOMS RIVER NJ 08753-7604	N			
282 191	4/13/92 U	0.00	FEARCE, DORIS XJAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
467 191	4/20/92 U	1,000.00	FEYL, MARIA 408 CYNMYD DRIVE ABSECON SHORES NJ 08201	N			
403 191	4/20/92 S	97,739,166.67	FIRST BANK NATIONAL ASSOC. 180 EAST FIFTH STREET ST. PAUL MN 55101	N			
404 191	4/20/92 S	97,739,166.67	FIRST BANK NATIONAL ASSOC. 180 EAST FIFTH STREET ST. PAUL MN 55101	N			
405 191	4/20/92 S	97,739,166.67	FIRST BANK NATIONAL ASSOC. 180 EAST FIFTH STREET ST. PAUL MN 55101	N			
334 191	4/14/92 U	1,200,000.00	FISCHBACK, FRANK JR. XMARK ZANGMILL, ESQ. 6 CHERRYWOOD DRIVE CLEMENTON MN 55101	N			
350 191	4/16/92 U	125,000.00	FOSTER, SALLY & FLOYD XHARRY A. GOLDBERG GOLDBERG, ET AL 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
457 191	4/20/92 S	10,000.00	FREEMAN, CARL B. & CAROLINE K FREEMAN 5323 PAOLI MAY	N			

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100 191	3/30/92 U	0.00	FRINGS ASSOCIATES, INC. 309 EAST CHESTNUT AVENUE METUCHEN NJ 08840	N			
206 191	4/06/92 U	0.00	FRINGS ASSOCIATES, INC. 309 EAST CHESTNUT AVENUE METUCHEN NJ 08840	N			
362 191	4/16/92 U	150,000.00	FRIZZI, MARIE ZNEIL R. COLA 52 WASHINGTON AVENUE CHELSEA MA 02150	N			
157 191	4/02/92 U	0.00	FRUMKIN, SIMON 3755 GOODLAND AVE STUDIO CITY CA 91604	N			
283 191	4/13/92 U	0.00	GABBIN, GLADYS E. JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
142 191	4/02/92 P	0.00	GADSON, LINDA 432 N. VIRGINA AVE ATLANTIC CITY NJ 08401	N			
266 191	4/10/92 U	6,330.35	GALLAGHER & GOSSEEN 190 WILLIS AVE MINEOLA NY 11501-2637	N			
324 191	4/14/92 U	100,000.00	GALLAGHER, NANCY %GEORGE H. FLAMMER SUITE 505 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
359 191	4/16/92 U	100,000.00	GALLAGHER, NANCY %GEORGE H. FLAMMER SUITE 505 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
365 191	4/16/92 U	100,000.00	GALLAGHER, NANCY %GEORGE H. FLAMMER SUITE 505 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			

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25 191	3/27/92 U	0.00	GAMBINO, ENRICO A. 4616 SCHOONER RD BRIGANTINE NJ 08203	N			
568 191	3/27/92 U	0.00	GAMBINO, GRISEL 4616 SCHOONER RD BRIGANTINE NJ 08203	N			
213 191	4/09/92 U	394.27	GARDEN STATE OFFICE SYSTEMS & EQUIPMENT 560 STELTON ROAD PISCATAMAY NJ 08854	N			
221 191	4/07/92 U	25,000.00	GASSOMAY, LORRAINE %PATRICK D'ARCY GOLDSMITH & MEISS 1421 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
105 191	3/27/92 P	0.00	GAUTIER, ERNEST 1752 LAKESIDE DRIVE SOUTH FORKED RIVER NJ 08731	N			
22 191	3/27/92 U	1,000,000.00	GAYLA, ZALLA & GEORGE H. %LOUIS J. GRECO COURTYARD SUITE 212 ENGLISH CREEK CENTER MCKEE CITY NJ 08232	N			
330 191	4/14/92 U	6,318.00	GEORGE C MATTESSON COMPANY INC 900 S VISTA AVENUE PO BOX 499 INDEPENDENCE MO 64051	N			
169 191	4/02/92 P	2,038.40	GEORGVICH, JOHN 11 SOUTH OAKLAND APT B-1 VENTNOR NJ 08406	N			
284 191	4/13/92 U	0.00	GEYER, EDWARD %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
426 191	4/20/92 U	150.00	GIANNINA, EDWARD 6 NOVIE ROAD PORT JEFFERSON STATION LONG ISLAND NY 11776	N			

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285 191	4/13/92 U	0.00	GILLESPIE, JAMES %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ	08401		
368 191	4/16/92 U	500,000.00	GITTELSOHN, ETHEL %STEPHEN I. WIDLITZ 700 NEW YORK AVENUE HUNTINGTON	NY	11743		
557 191	4/21/92 U	500,000.00	GITTELSOHN, ETHEL %STEPHEN I. WIDLITZ 700 NEW YORK AVENUE HUNTINGTON	NY	11743		
257 191	4/10/92 U	250,000.00	GLAUSER, WILLIAM %STEPHEN C. HURVITZ HURVITZ, HURVITZ, ET. AL. 9636 BUSTLETON AVENUE PHILADELPHIA	PA	19115		
270 191	4/10/92 U	250,000.00	GLAUSER, WILLIAM %STEPHEN C. HURVITZ HURVITZ, HURVITZ, ET. AL. 9636 BUSTLETON AVENUE PHILADELPHIA	PA	19115		
118 191	4/02/92 S	5,687.50	GOLDSTEIN, MARTIN & GOLDSTEIN, MILDRED JT TEN 2314 FAUNCE ST PHILADELPHIA	PA	19152		
439 191	4/20/92 P	0.00	GOMBEL, DON %TOMER ET. AL. 41 S. HADDEN AVENUE HADDONFIELD	NJ	08033		
249 191	4/09/92 U	55,000.00	GONDOLFO, ANNE & CARMINE A. %ARNOLD GERST, ESQ. %STERN, LAVINTHAL, & DALY 293 EISENHOWER PARKWAY/STE. 220 LIVINGSTON	NJ	07039		
486 191	4/20/92 U	5,000.00	GONZALEZ, ANGELICO %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ	08401		

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CLAIM DIV	FILED C	-----CLAIM AMOUNT-----	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
563 191	4/23/92 S	50,000.00	GOODMAN, MAXINE E. 3500 MYSTIC PT OR# 3204 AVENTUNA	N			
141 191	4/02/92 P	0.00	GORELL, MARK A. RD #1 BOX 193 NEMFIELD	N			
336 191	4/14/92 U	7,500.00	GORSKI, JEROME A. JR. 742 MAYFLOWER AVENUE LAWRENCEVILLE	N			
482 191	4/20/92 U	0.00	GRAVALIS, MARIA XGOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	N			
67 191	3/27/92 P	0.00	GRANDE, KIM E. 4219 FAIRMAY DRIVE MCKEE CITY	N			
286 191	4/13/92 U	0.00	GRANT, DOROTHY XJAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	N			
409 191	4/20/92 U	0.00	GREENIDGE, MAYSIE XPHILLIP G. GEORGE MILSON, SOBIN ET. AL 819 NEW ROAD-P.O. BOX 313 MORTFIELD	N			
27 191	3/27/92 U	1,609.60	GRIFFITH ELECTRICAL SUPPLY CO 5 2ND. STREET TRENTON	N			
287 191	4/13/92 U	0.00	GRUCCIO, DORIS J. XJAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	N			
148 191	4/02/92 P	623.04	GUZMAN, STEPHANIE 218 NORTH CHELSEA AVE ATLANTIC CITY	N			



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CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
288 191	4/13/92 U	0.00	HADDOCK, MARCIA %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
289 191	4/13/92 U	0.00	HALL, JEANETTE J. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
558 191	4/23/92 P	0.00	HAMILTON-NELSON, VIRGINIA %ROSEMARY R. BURGO SUITE 510 1415 ROUTE 70 EAST CHERRY HILL NJ 08034	N			
356 191	4/16/92 U	300,000.00	HAMILTON, ST. CLAIRE %CHARLES A. LUTZ 500 S. KINGS HIGHWAY CHERRY HILL NJ 08034	N			
407 191	4/20/92 U	24,684.66	HANNOCH WEISMAN 186 WEST STATE STREET PO BOX 1298 TRENTON NJ 08607	N			
549 191	4/21/92 U	24,684.66	HANNOCH WEISMAN 186 WEST STATE STREET PO BOX 1298 TRENTON NJ 08607	N			
290 191	4/13/92 U	0.00	HARRIS, DONALD %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
291 191	4/13/92 U	0.00	HARRIS, WILHELMINA %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
292 191	4/13/92 U	0.00	HART, AUDREY %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			

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16 191	3/27/92 U	60,000.00	HARTBAUER, LINDA %PAUL MICHAEL BENN SUITE 2210 1601 MARKET STREET PHILADELPHIA	PA 19103	N		
340 191	4/14/92 S	5,000.00	HAUGEN, ANNE & HAROLD HAUGEN RD 2, BOX 5 GRENURA	ND 58845	N		
397 191	4/20/92 U	15,000.00	HAYDEN, THERESA %RONALD KOVLER MERANZE & KATZ 1210 BRACE ROAD CHERRY HILL	NJ 08002	N		
453 191	4/20/92 U	15,000.00	HAYDEN, THERESA %RONALD KOVLER MERANZE & KATZ 1210 BRACE ROAD CHERRY HILL	NJ 08002	N		
293 191	4/13/92 U	0.00	HAYES, NETTIE %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ 08401	N		
389 191	4/20/92 U	30,000.00	HEERY, ALFRED %MARC H. PACHTMAN 301 MCDADE BLVD. FOLSON	PA 19033	N		
392 191	4/29/92 U	0.00	HERRING, RAE & CHARLES %PAUL R. D'AMATO SUITE 203 1300 ATLANTIC AVENUE ATLANTIC CITY	NJ 08401	N		
483 191	4/20/92 U	0.00	HERTLINE, CAROLINE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ 08401	N		
438 191	4/20/92 S	5,000.00	HESSION, PETER F. & KAREN HESSION JT TEN	NJ 08401	N		

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42	191	3/27/92 U	117.70 HIGH REACH CO. INC. ROUTE 309 MONTGOMERYVILLE PA 18936	N			
66	191	3/27/92 P	0.00 HILL, GRACE M. 313 13TH ST. SOUTH BRIGANTINE NJ 08203	N			
207	191	4/06/92 S	14,820.00 HILL, LOUIS D. 4245 DON JOSE DRIVE LOS ANGELES CA 90008	N			
136	191	4/02/92 U	250,000.00 HILL, WILLIAM 713 N. KENNEDY BLVD. LAKEWOOD NJ 08701	N			
75	191	3/27/92 P	735.48 HIRSCH, HARRY A. 45 CARY COURT RD.#6 PLEASANTVILLE NJ 08232	N			
108	191	4/02/92 U	715.86 HISTORIC INNS OF ANNAPOLIS 16 CHURCH CIRCLE ANNAPOLIS MD 21401	N			
177	191	4/03/92 U	28.00 HNATH, MARY 50 DULEY AVENUE EDISON NJ 08817	N			
226	191	4/08/92 U	750,000.00 HOANG, TRAN %DENNIS M. MAUTONE COZZARELLI, MAUTONE 286 UNION AVENUE BELLEVILLE NJ 07109	N			
143	191	4/02/92 P	0.00 HOFFMAN, ELIZABETH L. 111 BELMYN AVENUE WILLIAMSTOWN NJ 08094	N			
441	191	4/20/92 U	100,000.00 HOLMES, DELORES %JOSEPH E. KELLEY INGRAM & KELLEY 267 BROAD STREET RED BANK NJ 07701	N			
484	191	4/20/92 U	0.00 HOWARD, MARY C %GOLDBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			

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384 191	4/20/92 X	6,654.51	JOHN HANCOCK FINANCIAL P.O. BOX 111 BOSTON	N			
295 191	4/13/92 U	0.00	JOHNSON, EARL E. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	MA 02117	N		
296 191	4/13/92 U	0.00	JOHNSON, JUANITA % JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ 08401	N		
351 191	4/16/92 U	25,000.00	JOHNSON, WILLIAM A. %GOLDENBERG, MACKLER & SAYEGH DANIEL PERSKIE, ESQ. 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ 08401	N		
297 191	4/13/92 U	0.00	JONES, EDDIE L. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ 08401	N		
325 191	4/14/92 U	250,000.00	JONES, PAMELA %THEODORE H. SMITH GOLDSMITH & WEISS 1421 ATLANTIC AVENUE ATLANTIC CITY	NJ 08401	N		
366 192	4/16/92 U	250,000.00	JONES, PAMELA %THEODORE H. SMITH GOLDSMITH & WEISS 1421 ATLANTIC AVENUE ATLANTIC CITY	NJ 08401	N		
163 191	4/02/92 U	4,500.00	JT CLEANTEX PROCESS INC 2335 12TH AVENUE NEW YORK	NJ 08401	N		
202 191	4/06/92 P	0.00	KAPLAN, MIKE %LOUIS S. KOTLIKOFF 209 WHITE AVENUE NEW YORK	NY 10027	N		

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LOUIS S. KULLIKOFF  
 204 WHITE HORSE PIKE  
 MADISON NEW JERSEY 08054  
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353 191	4/16/92 P	0.00	KEELEY, DANIEL 57 BALDWIN RD GREENVILLE PA 16125	N			
460 191	4/20/92 U	65.00	KEITH BERMAN 1633 BROADWAY 40TH FL NEW YORK NY 10019-6799	N			
259 191	4/10/92 S	15,000.00	KELLEY, MARIANNE 1925 EUCALYPTUS HILL RD SANTA BARBARA CA 93108	N			
388 191	4/20/92 U	0.00	KIM, CHONG S., SAME S. %JOHN M. HOLLIDAY PAGLIONE AND MASSI 2662 NOTTINGHAM WAY TRENTON NJ 08619	N			
168 191	4/02/92 P	0.00	KLEIN, JOAN M. 12 MERCER PLACE OCEAN CITY NJ 08226	N			
183 191	4/06/92 U	25,000.00	KLEIN, YETTA %CHARLES A. KLEIN SAIDEL, SAND & SAIDEL 113 S. 21ST STREET PHILADELPHIA PA 19103	N			
121 191	4/02/92 P	0.00	KORDONENOS, IOANNIA J. 11 STANFORD AVE SOMERS POINT NJ 08244	N			
548 191	4/21/92 U	3,206.00	KUZMINSKI, MILDRED 329 MINUTE ARMS ROAD UNION NJ 07083	N			
524 191	4/20/92 U	0.00	LAMBERTY, EDDIE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
298 191	4/13/92 U	0.00	LANKIN, DAVID MINOR & LANKIN, EARTHA, MOTHER JAMES JACKSON 1 S. NEW YORK AVE., SUITE 711 ATLANTIC CITY NJ 08401	N			
299 191	4/13/92 U	0.00	LANKIN, EARTHA %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			

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137 191 4/02/92 U 500,000.00 LANG, LEONARD N  
XPHILLIP G. AUERBACH  
231 MAPLE AVENUE  
P. O. BOX Y  
RED BANK NJ 07701

173 191 3/30/92 U 500,000.00 LANG, LEONARD N  
XPHILLIP G. AUERBACH  
231 MAPLE AVENUE  
P. O. BOX Y  
RED BANK NJ 07701

522 191 4/20/92 U 15,000.00 LARUE, JAMES N  
XGOLDENBERG, MACKLER  
1030 ATLANTIC AVENUE  
ATLANTIC CITY NJ 08401

117 191 4/02/92 U 3,079.00 LAUREN J LTD N  
20 JUST ROAD  
FAIRFIELD NJ 07006

521 191 4/20/92 U 0.00 LAWLER, DANIEL N  
XGOLDENBERG, MACKLER  
1030 ATLANTIC AVENUE  
ATLANTIC CITY NJ 08401

57 191 3/27/92 P 0.00 LAYDEN, LAWRENCE V. N  
246 37TH STREET SOUTH  
BRIGANTINE NJ 08203

200 191 4/06/92 P 0.00 LEAVITT, HELEN P. N  
19 NASSAU ROAD  
GREAT NECK NY 11021

97 191 3/27/92 P 0.00 LEEDS, SUSAN M. N  
144 SO. ODESSA AVE  
EGG HARBOR NJ 08215

328 191 4/14/92 U 0.00 LENIHAN, DOROTHY N  
X RICHARD S. MROZ  
CAHILL, MILINSKI ET. AL.  
25 CHESTNUT ST. - P.O. BOX 80  
HADDONFIELD NJ 08033

360 191 4/16/92 U 0.00 LENIHAN, DOROTHY N  
X RICHARD S. MROZ  
CAHILL, MILINSKI ET. AL.  
25 CHESTNUT ST. - P.O. BOX 80  
HADDONFIELD NJ 08033

CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	CLAIM	SURVIVING	DATE	DATE
							OBJECTED	WITHDRAWN
437 191	4/20/92 P	180.00	LEO, JOSEPH D. 4 NOTTINGHAM DRIVE WEST GROVE			N		
584 191	4/24/92 U	25,000.00	LEO, SALVATORE SIMONSON & COHEN, P.C. ATTN: THERESA GRANITE, ESQ. 4060 AMBOY ROAD STATEN ISLAND			N		
204 191	4/06/92 S	0.00	LEONARDO, SR., ANTHONY E. 600 HINCHEY ROAD ROCHESTER			N		
518 191	4/20/92 U	40,000.00	LETUSICH, PAUL XGOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY			N		
233 191	4/09/92 U	1,169.75	LIBERTY MUTUAL INS. GROUP A/S/O STEPHEN TOTO COMMERCE PLAZA 5000 TILGHMAN STREET, SUITE 300 ALLENTOWN			N		
458 191	4/20/92 S	14,000.00	LIEBERMAN, IRENE S & GERALD JT 450 ROBINWOOD DR LOS ANGELES			N		
23 191	3/27/92 U	248.88	LINCOLN PHARMACY INC LINCOLN MEDICAL SUPPLY CO 1226 ATLANTIC AVENUE ATLANTIC CITY			N		
24 191	3/27/92 U	248.88	LINCOLN PHARMACY INC LINCOLN MEDICAL SUPPLY CO 1226 ATLANTIC AVENUE ATLANTIC CITY			N		
519 191	4/20/92 U	0.00	LOMANTO, LISA XGOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY			N		
358 191	4/16/92 X	60,000.00	LOMBARDO, SAMUEL 151 C. CLEMENTON ROAD BERLIN			N		

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158 191	4/02/92 U	5,000.00	LORIA, PETER %STEVEN G. SCHULMAN 4607 FT. HAMILTON PARKWAY BROOKLYN NY 11219	N			
440 191	4/20/92 P	0.00	LUX, JOSEPH %TOMAR, ET. AL. 41 SOUTH HADDEN AVENUE HADDONFIELD NJ 08033	N			
544 191	4/20/92 U	17,025.00	MACKENZIE PARTNERS, INC. 156 FIFTH AVENUE NEW YORK NY 10010	N			
7 191	3/27/92 U	200,000.00	MAGLIERI, GRACE A/K/A GRACE LYNN %RICHARD P. CONSOLE 1044 ROUTE 73 BERLIN NJ 08009	N			
520 191	4/20/92 U	0.00	MAIURO, KIM %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
425 191	4/20/92 U	8,200.00	MALOOF, JOHN 174 CARVER ROAD PLYMOUTH MA 02360	N			
347 191	4/15/92 U	0.00	MANCINI, ANTHONY %TIMOTHY J. HIGGINS QUINLAN, DUNNE & HIGGIN 16 NORTHE CENTRE STREET MERCHANTVILLE NJ 08109	N			
372 191	4/16/92 U	0.00	MANCINI, ANTHONY %TIMOTHY J. HIGGINS QUINLAN, DUNNE & HIGGIN 16 NORTHE CENTRE STREET MERCHANTVILLE NJ 08109	N			
203 191	4/06/92 P	500,000.00	MANCUSO, MARY %BRUCE BARON 4181 BEDFORD AVENUE BROOKLYN NY 11229	N			
31 191	3/27/92 P	0.00	MARIANA-SHURKO, ANA	N			

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562 191	4/23/92 S	5,000.00	MARK, BARRY 1900 N.E. 208TH TERRACE N. MIAMI BEACH FL 33179	N			
387 191	4/20/92 U	12,987.04	MARKETING RESULTS 1007 PLAZA PLACE ABSECON NJ 08201	N			
417 191	4/20/92 U	250,000.00	MARSHALL, PATRICIA 1516 N. 17TH STREET PHILADELPHIA PA 19121	N			
462 191	4/20/92 U	0.00	MARTYLEMSKI, KAREN %GEORGE MARKLEY GOLDENSTEIN & PECK 955 MAIN STREET BRIDGEPORT CT 06604	N			
578 191	4/29/92 U	89.00	MASTRIDGE, JANET 25 SHEFFIELD AVENUE SPOTSMOOD NJ 08884	N			
17 191	3/27/92 U	1,470.94	MAT ELECTRONICS 975 JAYMOR ROAD SOUTHAMPTON PA 18966	N			
48 191	3/27/92 P	198.00	MATARAZZO, CARMINE J. 312 PITNEY ROAD ABSECON NJ 08201	N			
300 191	4/13/92 U	0.00	MATTHEWS, BERNEATHA %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
367 191	4/16/92 U	0.00	MCADAM ELECTRIC COMPANY 3006 SUNSET AVENUE ATLANTIC CITY NJ 08401	N			
396 191	4/20/92 U	25,000.00	MCBRIDE, VINCENZA & RICHARD 74-45 YELLOWSTONE BLVD. FOREST HILLS NY 11375	N			
434 191	4/20/92 U	25,000.00	MCBRIDE, VINCENZA & RICHARD 74-45 YELLOWSTONE BLVD. FOREST HILLS NY 11375	N			

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551 191	4/21/92 U	25,000.00	MCCBRIDE, VINCENZA & RICHARD 74-45 YELLOWSTONE BLVD. FOREST HILLS NY 11375	N			
195 191	4/06/92 S	359.40	MCCARTHY FORD, INC. BLACK HORSE PIKE PLEASANTVILLE NJ 08232	N			
232 191	4/08/92 U	65.00	MCCARTHY, AUGUSTUS 2142 SO. BROAD STREET PHILADELPHIA PA 19145	N			
427 191	4/20/92 U	45,000.00	MCCONNELL, F. ERNEST XJEFFREY M. KEISER 211 KINGS HIGHWAY EAST HADDONFIELD NJ 08033	N			
552 191	4/21/92 U	45,000.00	MCCONNELL, F. ERNEST XJEFFREY M. KEISER 211 KINGS HIGHWAY EAST HADDONFIELD NJ 08033	N			
88 191	3/27/92 P	0.00	MCCOTTER, THOMAS J. 802 ADELE STREET NORTHFIELD NJ 08225	N			
567 191	3/27/92 U	0.00	MCCOTTER, BARBARA A 802 ADELE STREET NORTHFIELD NJ 08225	N			
517 191	4/20/92 U	40,000.00	MCDERMODY, ROBERT XGOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
161 191	4/02/92 P	0.00	MCELVARR, VERNA 308 ATSTON RD MEDFORD NJ 08055	N			
6 191	3/27/92 P	0.00	MCGRATH, CHARLES H RD6 BOX 537 MORTON BRIDGETON NJ 08302	N			
191 191	4/06/92 U	13,450.00	MCINTYRE, JOHN XMAIONE & BIEL, ETC. 3201 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			

CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
120 191	4/02/92 P	0.00	MCMAHON, CECELIA R. 14 FARRAGUT COURT HILLINGBORO NJ 08046	N			
55 191	3/27/92 P	0.00	MCMANUS, JAMES J. 1221 VERMONT AVENUE CAPE MAY NJ 08204	N			
98 191	3/27/92 U	50,000.00	MCNAMARA, THELMA RICHARD S. CLARKSON 1112 MACDADE BLVD. HOODLYN PA 19093	N			
73 191	3/27/92 P	0.00	MCNICHOL, LAURA M. 308 SO. 21ST ST BRIGANTINE NJ 08203	N			
363 193	4/16/92 U	8,000.00	MEGILL, WILLIAM B 130 WASHINGTON STREET P.O. BOX 185 ROCKY HILL NJ 08553	N			
222 191	4/07/92 U	50,000.00	MEIGHAN, MARIE & DENNIS ZPATRICK T. D'ARCY GOLDSMITH, MEISS, ET. AL. 1421 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
238 191	4/09/92 S	60,000.00	MEJIA, THERESA ZGERALD F. MIKSIS MIKSIS & BROMLEY 1125 ATLANTIC AVE.-SUITE 647 ATLANTIC CITY NJ 08401	N			
265 191	4/09/92 S	113,755.00	MELLON BANK N.A. AGENT FOR SHENANGO INC-HAMILTON II RM. 151-1935/LEGAL AFFAIRS DEPT. ONE MELLON BANK CENTER PITTSBURGH PA 15258	N			
262 191	4/09/92 S	17,420.20	MELLON BANK, N.A. AGENT FOR CITIZENS COMMERCIAL TR & SAV BK RM. 151-1935/LEGAL AFFAIRS DEPT. ONE MELLON BANK CENTER PITTSBURGH PA 15258	N			
268 191	4/09/92 S	1,025,000.00	MELLON BANK, N.A. AGENT FOR WESTINGHOUSE-WMT-LIQUIDATING RM. 151-1953 - LEGAL AFFAIRS DEPT. ONE MELLON BANK CENTER PITTSBURGH PA 15258	N			

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263 191	4/09/92 S	25,625.00	MELLON BANK, N.A. AGENT FOR WCI-FIDELITY MANAGEMENT RM. 151-1935 - LEGAL AFFAIRS DEPT. ONE MELLON BANK CENTER PITTSBURGH PA 15258	N			
264 191	4/09/92 S	1.00	MELLON BANK, N.A. AGENT FOR B B H QUALIFIED PLAN RM. 151-1935/LEGAL AFFAIRS DEPT. ONE MELLON BANK CENTER PITTSBURGH PA 15258	N			
386 191	4/20/92 U	6,749.15	MERRILL LYNCH P. O. BOX 30438 NEW BRUNSWICK NJ 08989	N			
385 191	4/20/92 U	2,852.00	MERRILL LYNCH TRUST COMPANY 500 ATRIUM DRIVE SOMERSET NJ 08873	N			
11 192	3/27/92 U	5,342.75	MICHAEL W. HYLAND ASSOC. 101 EAST EIGHTH STREET OCEAN CITY NJ 08226	N			
468 191	4/20/92 X	66,000,000.00	MIDLANTIC NATIONAL BANK METRO PARK PLAZA 499 THORNALL STREET EDISON NJ 08818	N			
186 191	4/06/92 P	1,800.00	MILLER, DAVID G. 200 DEER FIELD ROAD MT. PLEASANT PA 15666	N			
188 191	4/06/92 U	25,000.00	MILLER, FREDERICK % FRED J. GELB P.O. BOX 139 LAKEWOOD NJ 08701	N			
401 191	4/29/92 U	0.00	MILLER, PETER J. % PAUL R. D'AMATO, ATTY 401 NEM ROAD SUITE 103 LINWOOD NJ 08221	N			
187 191	4/06/92 U	100,000.00	MILLER, VIRGINIA % FRED J. GELB	N			

XFRED J. GELB  
 P. O. BOX 139  
 LAKEWOOD NJ 08701

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301	191	4/13/92	U	0.00	MILLS, ALFREDA %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08410	N
302	191	4/13/92	U	0.00	MILLS, EVAN %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N
303	191	4/13/92	U	0.00	HILLS, NANCY %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N
252	191	4/09/92	S	20,000.00	MINTZ, RICHARD 20 E 9 STREET APT 19-A NEW YORK NY 10003-5944	N
239	191	4/09/92	U	50,000.00	MISTRETTA, CATHERINE %WILLIAM G. KERWICK KOCH BUILDING-P.O. BOX 0530 GRAND AVE. & SUNRISE HIGHWAY BALDWIN NY 11510	N
304	191	4/13/92	U	0.00	MITCHELL, KAREN E. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N
85	191	3/27/92	U	0.00	MOKRIN, EVA %JEFFREY PERLMAN MARKS, FINER, ET. AL. 1435 BRACE ROAD CHERRY HILL NJ 08034	N
515	191	4/20/92	U	0.00	MONROE, MERCEDES %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N
444	192	4/20/92	U	5,529.84	MOORE BUSINESS FORMS, INC 900 BUFFALO AVENUE NIAGARA FALLS NY 14302	N

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445 191	4/20/92 U	5,000.00	MOORE, DOROTHEA %MARTIN J. SIEGEL DOROSHOW, PASQUALE, ET AL 220 N. BROADWAY PENNSVILLE NJ 08070	N			
305 191	4/13/92 U	0.00	MOORE, LEONARD A. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
306 191	4/13/92 U	0.00	MOORE, HILDRED E. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
47 191	3/27/92 U	405.42	MR. SIGN 245 S. DELSEA DRIVE VINELAND NJ 08360	N			
561 191	4/23/92 S	235,000.00	MUZZI, FRANCESCO P.O. BOX 39415 FT. LAUDERDALE FL 33339	N			
337 192	4/14/92 S	13,000.00	MURASZEM, ALEXANDER AND BETTY LU MURASZEM 30811 GANADO DRIVE RANCHO PALOS VERDES CA 90274	N			
92 191	3/27/92 U	931.77	MUTUAL HARDWARE CORP 5-45 49TH AVENUE LONG ISLAND CITY NY 11101	N			
171 191	4/03/92 P	0.00	NACLERIO, JR., FRANK A. 220 NORTH CALIFORNIA AVE. ATLANTIC CITY NJ 08401	N			
229 192	4/09/92 X	0.00	NAT'L UNION FIRE INS. CO OF PA % MICHAEL S. DAVIS ZALKIN, RODIN & GOODMAN 750 THIRD AVENUE NEW YORK NY 10017-2771	N			
230 193	4/09/92 X	0.00	NAT'L UNION FIRE INS. CO OF PA % MICHAEL S. DAVIS	N			

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231 191	4/09/92 X	0.00	NAT'L UNION FIRE INS. CO OF PA % MICHAEL S. DAVIS ZALKIN, RODIN & GOODMAN 750 THIRD AVENUE NEW YORK NY 10017-2771	N			
91 191	3/27/92 U	1,248.52	NATIONAL BUSINESS SYSTEMS CARD TECHNOLOGY CORP. 70 EISENHOWER DRIVE PARAMUS NJ 07652	N			
215 191	4/06/92 U	1,332.05	NATIONAL BUSINESS SYSTEMS 800 MONTROSE AVENUE SOUTH PLAINFIELD NJ 07080	N			
344 191	4/15/92 U	4,469.04	NATIONAL OFFICE SUPPLY CO. 45 E. WESLEY STREET S. HACKENSACK NJ 07606	N			
269 191	4/10/92 U	160.63	NAZZARO, JOAN 42 APPLE DRIVE SPRING LAKE HEIGHTS NJ 07727	N			
198 191	4/06/92 S	3,000.00	NEIDL, RAYMOND E. 13 COVERED BRIDGE LANE DANBURY CT 06811	N			
307 191	4/13/92 U	0.00	NESSBITT, MILDRED %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
308 191	4/13/92 U	0.00	NESSBITT, PAUL %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
181 191	4/06/92 S	0.00	NEVITT, ARCHIBALD E. LOG GULPH HILLS ROAD RADNOR PA 19087	N			
180 191	4/06/92 S	0.00	NEVITT, CAROLYN R. 100 GULPH MILLS ROAD RADNOR PA 19087	N			
184 191	4/06/92 U	207.35	NEW JERSEY CLIPPING SERVICE 99 EAST NORTHFIELD ROAD LIVINGSTON NJ 07039	N			

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327 191	4/14/92 U	64.45	NEW JERSEY CLIPPING SERVICE 99 EAST NORTHFIELD ROAD LIVINGSTON NJ 07039		N		
53 191	3/27/92 P	0.00	NICHOLS, IONE H. 5021 WEST AVE OCEAN CITY NJ 08226		N		
381 191	4/20/92 U	0.00	NJ-DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS & FORESTRY STATION PLAZA #5, CN 401 TRENTON NJ 08625		N		
579 191	4/29/92 U	0.00	NJ-DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS & FORESTRY STATION PLAZA #5, CN 401 TRENTON NJ 08625		N		
371 191	4/16/92 U	4,466,007.50	NJ-TRANSPORTATION, DEPT. OF % CASHIER CN 600 TRENTON NJ 08625		N		
559 191	4/23/92 U	1,513.94	NOLAN, PATRICIA % JON A. YOST 320 M. CHOCOLATE AVENUE HERSHEY PA 17033-0437		N		
208 191	4/06/92 U	15,000.00	NURSE, OMEN % JOHN ZARYCH, ESQ. 1555 ZION ROAD, SUITE 201 NORTHFIELD NJ 08225		N		
516 191	4/20/92 U	0.00	OLITA, RICHARD %GOLDENBERG, HECKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401		N		
2 191	3/27/92 U	15,000.00	ORTIZ, MARIA %EDWARD KOZMOR, ESQ. 239 SOUTH VICTORIA AVENUE ATLANTIC CITY NJ 08232		N		
513 191	4/20/92 U	0.00	PAIGE, DAVID %GOLDENBERG, HECKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401		N		



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78 191	3/27/92 P	0.00	PALAIS, NORMAN 28 THORNTON AVE BLUE ANCHOR	NJ	08037		
309 191	4/13/92 U	0.00	PALMER, HALTER %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ	08401		
514 191	4/20/92 U	0.00	PALMER, SUZANNE %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ	08401		
129 191	4/02/92 S	20,000.00	PARUS, ALBERT & PARUS, CLAIRE JT TEN 4521 AMBROSE AVENUE LOS ANGELES	CA	90027		
565 191	4/20/92 U	2,001,764.00	PANDICK 345 HUDSON STREET NEW YORK	NY	10014		
574 191	4/29/92 U	21,837.00	PARKER INTERIOR PLANT SCAPE 1325 TERRILL ROAD SCOTCH PLAINS	NJ	07076		
512 191	4/20/92 U	0.00	PARKER, BARBARA %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ	08401		
130 191	4/02/92 U	0.00	PEDALINO, THERESA %VINCENT PENNABERE 242 WASHINGTON AVENUE P. O. BOX 543 NUTLEY	NJ	07110		
114 191	4/02/92 U	0.00	PEDANTE, MADELINE %B. J. MCFADDEN/GREEN & GREEN TOWN CENTER - SUITE 200 4 EAST 8TH STREET WILMINGTON	DE	19801		
123 193	4/02/92 S	5,000.00	PELTZ, CHARLOTTE H. & PELTA, IRVING W. 130 SLADE AVENUE BALTIMORE	MD	21203		

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52 193 3/27/92 S 0.00 PELTZ, IRVING M. & IDA MAE TEN  
130 SLADE AVENUE MD 21208

510 191 4/20/92 U 0.00 PENA, CARLOS J.  
XGOLDENBERG, MACKLER  
1030 ATLANTIC AVENUE NJ 08401  
ATLANTIC CITY

76 191 3/27/92 P 0.00 PEREZ, EDUARDO C.  
10 PATRICIA CT NJ 08037  
HAMMONTON

162 191 4/02/92 U 20.00 PERFETTO, JOHN  
220 JERSEY AVENUE NJ 07010  
CLIFFSIDE PARK

310 191 4/13/92 U 0.00 PERRY, GIADYS  
XJAMES JACKSON NJ 08401  
SUITE 711  
1 S. NEW YORK AVENUE  
ATLANTIC CITY

390 191 4/20/92 U 88,784.00 PERSELL, JERRY IRA  
1357 LAUREL MAY CA 90210-2244  
BEVERLY HILLS

586 191 5/11/92 U 0.00 PETTI, ERIC  
406 SHERIDAN PLACE NJ 08203  
BRIGANTINE

564 191 4/23/92 U 2,291.62 PHILADELPHIA OUTDOOR  
BOX 152 PA 19035  
GLADWYNE

18 191 3/27/92 P 0.00 PIENTA, STANLEY  
2474 ARBOR COURT NJ 08330  
MAYSLANDING

311 191 4/13/92 U 0.00 PIERCE, AMY S.  
XJAMES JACKSON NJ  
SUITE 711  
1 S. NEW YORK AVENUE  
ATLANTIC CITY NJ 08401

312 191 4/13/92 U 0.00 PIERCE, EARL THOMAS  
XJAMES JACKSON NJ  
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313 191	4/13/92 U	0.00	PIERCE, JOYCE %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ	08401		
112 191	4/02/92 P	0.00	PIZZA, FRANK J. 10 QUAY BLVD BRIGANTINE	NJ	08203		
423 191	4/20/92 S	5,000.00	PLATSHON, BERNARD & ANNE PLATSHON JT TEN 3138 CARRUTH STREET LAS VEGAS	NV	89121		
197 191	4/06/92 U	0.00	PRELLER, NORA 23 N. GARDEN TERRACE MILLTOWN	NJ	08850		
205 191	4/06/92 P	2,500.00	PROCACCINNO, LENA 70 WASHINGTON STREET TRENTON	NJ	08611		
576 191	4/29/92 U	0.00	PUCA, STEPHEN 282 KOCH AVE PO BOX 34 PONONA	NJ	08240		
131 191	4/02/92 U	3,000,000.00	PULTRO, ANTOINETTE & SALVATORE %GEORGE STATFELD 3 N. 35TH STREET NEW YORK	NY	10001		
153 191	4/02/92 U	650,000.00	PURGATORIO, KATHLEEN %STEPHEN B. KAHN WEINSTEN AND KAHN 150 BROADWAY NEW YORK	NY	10038		
155 191	4/02/92 U	9,050,000.00	PURGATORIO, KATHLEEN, EXECUTRI THOMAS PUGATORIO, DECEASED %STEPHEN B. KAHN/WEISTEN & KAHN 150 BROADWAY NEW YORK	NY	10038		
32 191	3/27/92 P	0.00	RAHIZA, WILLIAM J. 72-7 LAKE DRIVE MYSTIC ISLANDS	NJ	08087		

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116 191 4/02/92 P 0.00 RAUGHLEY, MORGAN  
146 COLONIAL COURT  
ABSECON NJ 08201 N

5 191 3/27/92 P 0.00 RAVELL, REBECCA L.  
100 ATLANTIC AVE  
PLEASANTVILLE NJ 08232 N

63 191 3/27/92 P 0.00 READER, JANICE M.  
688 WEST MARYLAND AVE  
SOMERS POINT NJ 08244 N

244 191 4/09/92 U 0.00 REBMAN, HARRY  
%WILLIAM E. HAGGERTY  
MORGAN, HALLGREN ET. AL.  
P. O. BOX 4686  
LANCASTER, PA 17604 N

15 191 3/27/92 U 3,234.76 RED THE UNIFORM TAILOR INC  
2161 WHITESVILLE ROAD  
RT 527  
TOMS RIVER NJ 08755-1198 N

61 191 3/27/92 P 25,000.00 REDINGER, RONALD  
ZEDWARD P. KOZMOR, ESQ.  
213 E. VERONA BLVD.  
PLEASANTVILLE NJ 08232 N

577 191 4/29/92 U 500,000.00 REDNOR, BEVERLY & BARRY  
%ROBIN LIPPIT-BIEGELEISEN  
LEWIS AND MOOD  
2600 S. BROAD STREET  
TRENTON NJ 08610 N

352 191 4/16/92 U 25,000.00 REED, VARISE  
%JOSEPH SAYEGH  
GOLDENBERG, MACKLER ET AL  
1030 ATLANTIC AVENUE  
ATLANTIC CITY NJ 08401 N

58 191 3/27/92 P 0.00 REGLER, DONNA S.  
2 LARUE AVE D-5  
PLEASANTVILLE NJ 08232 N

511 191 4/20/92 U 0.00 REID, DIANE  
%GOLDENBERG, MACKLER  
TRUMP'S CASTLE ASSOCIATES  
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527	192	4/20/92	U	0.00	RIBIS, NICHOLAS % THE TRUMP ORGANIZATION 725 FIFTH AVENUE NEW YORK	NY	10022	N
528	193	4/20/92	U	0.00	RIBIS, NICHOLAS % THE TRUMP ORGANIZATION 725 FIFTH AVENUE NEW YORK	NY	10022	N
529	191	4/20/92	U	0.00	RIBIS, NICHOLAS % THE TRUMP ORGANIZATION 725 FIFTH AVENUE NEW YORK	NY	10022	N
314	191	4/13/92	U	0.00	RIGGS, MILDRED %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	NJ	08401	N
62	191	3/27/92	U	0.00	RIZZUTO, LILLIAN 1521 W. MAIN STREET NORRISTOWN	PA	19404	N
240	191	4/09/92	P	0.00	ROBERTS, MARGARET A. #3 44TH COVE BRIGANTINE	NJ	08203	N
190	191	4/06/92	U	0.00	ROBINSON, MARY % C. PETER BURRO, ESQ. 2ND FLOOR 160 SHORE ROAD SOMERS POINT	NJ	08244	N
175	191	4/03/92	P	0.00	RODRIGUEZ, ANTONIO A. 5089 TREMONT AVE PLEASANTVILLE	NJ	08232	N
508	191	4/20/92	U	22,500.00	RODRIGUEZ, ELOISO %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ	08401	N
135	191	4/02/92	U	50,000.00	ROMANIUK, EUGENE %OHLA N.M. RYBAKOFF CONNOLLY, BOVE 1220 MARKET ST./P.O. BOX 2207 WILMINGTON	DE	19899	N

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77 191	3/27/92	P	0.00 ROMANO, JOSEPH J. 47 MT.KILIMANJERO LANE TOMS RIVER NJ 08753-1555	N					
348 191	4/16/92	U	5,000.00 ROSENBLATT, MILDRED X LINDA S ROSENBLATT, ESQ. HURVITZ, HURVITZ, ET. AL. 9636 BUSTLETON AVENUE PHILADELPHIA PA 19115	N					
428 191	4/20/92	U	5,000.00 ROSENBLATT, MILDRED X LINDA S ROSENBLATT, ESQ. HURVITZ, HURVITZ, ET. AL. 9636 BUSTLETON AVENUE PHILADELPHIA PA 19115	N					
3 191	3/27/92		0.00 ROSENTHAL, RONALD S 41 S. PARKER AVE ATLANTIC CITY NJ 08401	N					
260 191	4/10/92	U	122.67 ROYALE SPORTING GOODS, CO. INC X DONNA L. SIMENDINGER, ATTY GOLDSTEIN & GARBAR 1800 BELLMERE AVENUE BELLMORE NY 11710	N					
329 191	4/14/92	U	50,000.00 RUARK, RODNEY X LOUIS BARBONE JACOBS, BRUSO & BARONE 1125 PACIFIC AVENUE ATLANTIC CITY NJ 08401	N					
182 191	4/06/92	P	0.00 RUGGERI, MATTHEW J. 49 M. JOHNSON AVE. ABSECON NJ 08201	N					
81 191	3/27/92	P	0.00 RUTLEDGE, JOAN 134 81ST STREET SEA ISLE CITY NJ 08243	N					
166 191	4/02/92	U	1,500.00 RYAN, RAYMOND X DAVID LINKER/FREEDMAN & LARRY LAFAYETTE BLDG., 80TH FLOOR CHESTNUT ST. AT FIFTH PHILADELPHIA PA 19106	N					

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PHILADELPHIA PA 19106

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509 191	4/20/92 U	0.00	SALEM, CHOUDRY %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
506 191	4/20/92 U	0.00	SALINAS, NOLVI %KEITH E. ZAID 1516 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
315 191	4/13/92 U	0.00	SAMPSON, MIGNON %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
424 191	4/20/92 U	1,000,000.00	SANDERS, LUCY %FLOYD C. GOLDSMAN 141 S. HARRISON STREET EAST ORANGE NJ 07018	N			
106 191	3/27/92 P	0.00	SANDLER, PAUL A. 3 COLONIAL COURT ARSECON NJ 08201	N			
507 191	4/20/92 U	0.00	SANTANA, MARIE GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
147 191	4/02/92 P	1,391.28	SANTANA, NOELIA 218 N CHELSEA AVE TOP FL ATLANTIC CITY NJ 08401	N			
582 191	5/08/92 S	15.75	SANTOS, HELEN 325 PRESIDENTIAL WAY LONG BRANCH NJ 07740	N			
13 191	3/27/92 U	0.00	SAROSY, MARY T. & JULIUS %P. JOSEPH BOYCE 78 ABBINGTON LANE, P.O. BOX 1113 TURNERSVILLE NJ 08012	N			
394 191	4/20/92 U	236,000.00	SASSONE, ROBERT %CRAIG M. ROTHENBERG 225 MILBURN AVENUE MILBURN NJ 07041	N			

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546 191	4/21/92 U	236,000.00	SASSONE, ROBERT X CRAIG M. ROTHENBERG 225 MILBURN AVENUE MILBURN NJ 07041	N			
113 191	4/02/92 S	0.00	SAUBLE, LEONARD R & CORNELIA M TR U/A 7/31/89 M/S LEONARD R SAUBLE & CORNELIA M SAUBLE REVOCABLE TRUST 26077 SO YALE HEMET CA 92344-6256	N			
461 191	4/20/92 S	2,000.00	SAVOY, ELAYNE & WILLIAM HIRRA JT TEN 370 VICTORIA AVENUE PISCATAWAY NJ 08854-1539	N			
224 191	4/07/92 U	0.00	SCANTRON CORP RT 70 CUTHBERT BLVD CHERRY HILL NJ 08002	N			
476 191	4/20/92 U	0.00	SCHOOLER, GERALD %GOLDENBERG, HACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
26 191	3/27/92 U	20,000.00	SCHUMANN, KENNETH %R.M. MCKAIN/BOROFF, HARRIS, ET AL PLYMOUTH MEETING EXECUTIVE CAMPUS 600 M. GERMANTOWN PIKE-STE. 380 PLYMOUTH MEETING PA 19462	N			
541 191	4/20/92 U	127.00	SCHWARTZ, BARBARA 7203 ROCKLAND HILL DRIVE BALTIMORE MD 21209	N			
542 191	4/20/92 U	1,316.80	SCHWARTZ, BARBARA 7203 ROCKLAND HILL DRIVE BALTIMORE MD 21209	N			
254 191	4/09/92 U	175,000.00	SCHWARTZ, FLORENCE & MAXWELL %DARA QUATRONE/MCALLISTER ET AL BAYPORT ONE YACHT CLUB DRIVE WEST ATLANTIC CITY NJ 08232	N			
128 191	4/02/92 U	20,000.00	SCIARRINO, CARMELLA 427 RAHSEY CIRCL	N			



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193	191	4/06/92	U	20,000.00		SCOTT, DOLLY %S.J. GREENFIELD/STEINBERG & GERSH ONE LIBERTY PLACE SUITE 2880 1650 MARKET STREET PHILADELPHIA PA 19103	N				
146	191	4/02/92	U	1,000,000.00		SCOTT, ROBERT E. %NORTON ALBERT ALBERT & KAUFMAN 217 BROADWAY NEW YORK NY 10007	N				
393	191	4/20/92	X	0.00		SCULLY BROTHERS & FOSS 1290 AVENUE OF AMERICAS NEW YORK NY 10104	N				
505	191	4/20/92	U	17,500.00		SEGARA, ALFRED %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N				
398	191	4/16/92	U	23,368.80		SERVICE LITHO INC 505 KENNEDY BLVD SOMERDALE NJ 08083	N				
573	191	4/20/92	U	2,470.00		SEVEN UP BOTTLING CO. 1 GLASS STREET BRIDGETON NJ 08302	N				
349	191	4/16/92	U	1,100,000.00		SEWARD, RICHARD & TINA %ROBERT SACK/SALLENGER & SACK MOLMORRH BLDG. - SUITE 810 233 BROADWAY NEW YORK NY 10279	N				
154	191	4/02/92	U	100,000.00		SHANNON, TYRONE %PATRICK M. CASEY GOLDENBERG, MACKLER ET AL 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N				
377	191	4/20/92	U	0.00		SHAPIRO, RUBY %HOWARD G. SILVERMAN THE PHILADELPHIAN SUITE 1C-44 2401 PENNA. AVENUE PHILADELPHIA PA 19130	N				
474	191	4/20/92	U	17,500.00		SHEEHAN, PATRICK %GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N				

TRUMP'S CASTLE ASSOCIATES  
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CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
87 191	3/27/92 X	1,870.20	SHEPPERSON, JR., WILLIAM T. 1110 N. OHIO AVE. ATLANTIC CITY NJ 08401				
115 192	4/02/92 U	25,000.00	SHERTEL, FRANCES XED KOZMAR 213 E. VERONA AVENUE PLEASANTVILLE NJ 08232				
248 191	4/09/92 U	567.10	SHERWIN WILLIAMS CO 200 S MAIN STREET PLEASANTVILLE NJ 08232				
475 191	4/20/92 U	0.00	SHOFIELD, CRAIG XGOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401				
144 191	4/02/92 U	1,200,000.00	SIGGIA, JOSEPHINE & NATALE XLOUIS M. REAL 1424 SHEEPSHEAD BAY ROAD BROOKLYN NY 11235				
408 191	4/20/92 U	118,462.20	SIGMA GAME INC HOVPARK SUITE B-08 65 FIRE ROAD ABSECON NJ 08201				
550 191	4/21/92 U	118,462.20	SIGMA GAME INC HOVPARK SUITE B-08 65 FIRE ROAD ABSECON NJ 08201				
463 191	4/20/92 U	6,493.95	SILLS-BECK-CUMMINS-RADIN ONE RIVERFRONT PLAZA NEWARK NJ 07102				
156 191	4/02/92 U	0.00	SIMMS, FLETCHER XMIKSIS & BROMLEY SUITE 647 1125 ATLANTIC AVENUE ATLANTIC CITY NJ 08401				
101 191	3/30/92 U	1,250.00	SIMONE, PATRICIA ANN 8030 DITMAN STREET, #145 BENTLEY SQUARE CONDOS PHILADELPHIA PA 19104				

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CLAIM DIV	FILED C	-----CLAIM AMOUNT----	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
227 191	4/10/92 U	75,000.00	SIMONS, JAMES & BOBBIE ZMARK PREEFER GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
464 191	4/20/92 U	0.00	SIMPLEX TIME RECORDS CO. 525 FELLOWSHIP ROAD SUITE 300 MOUNT LAUREL NJ 08054	N			
316 191	4/13/92 U	0.00	SIMPSON, ATHERLEY X JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
317 191	4/13/92 U	0.00	SIMPSON, ERNESTINE X JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401	N			
74 191	3/27/92 P	0.00	SINGLETON, ROBERT J. 245 UPLAND AVE ABSECON HIGHLANDS NJ 08201	N			
449 191	4/20/92 U	50,000.00	SISCO, ROLAND & EDNA X DAVID K. LONG, ESQ 2419 SHEPARD CIRCLE NORTHFIELD NJ 08225	N			
194 191	4/06/92 P	2,796.00	SLATER, ESTELLE REVERE HOUSE #95 SHERRY LAKE APARTMENTS CONSOHOCKEN PA 19428	N			
472 191	4/20/92 U	20,000.00	SLEDDEN, MELANIE L. X GOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
473 191	4/20/92 U	20,000.00	SMITH, JOHN X GOLDENBERG, AVENUE 1030 ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
99 191	3/27/92 U	500,000.00	SMITH, LUCY F. X S.D. ROTHBERT/SHERMAN, SILVERSTEIN FAIRMAY CORP. CENTER/SUITE 311 4300 HADDONFIELD ROAD PENNSAUKEN NJ 08109	N			

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CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
79 191	3/27/92 P	0.00	SMITH, WILLIAM N. 4 EXPLORER RD BRIGANTINE	NJ	08203	N	
64 191	3/27/92 P	0.00	SHUTTS, JOSEPH E. 106 FIR LANE BARNEGAT	NJ	08005	N	
364 191	4/16/92 U	95,000.00	SOMERVILLE, HOWARD XELI KUHNERRICH 717 ELMER STREET VINELAND	NJ	08360	N	
41 191	3/27/92 U	75,000.00	SOUDERS, MARY ZSEYMOUR D. KAPLAN JOSEPH D. KAPLAN & SON 150 EAST STATE STREET TRENTON	NJ	08608	N	
225 191	4/07/92 S	91,736.00	SPOEHR, THOMAS TR U/A FBO SPOEHR FAMILY TRUST PO BOX 9777 RANCHO SANTA FE	CA	92067	N	
46 191	3/27/92 P	0.00	SPRATT, JAMES A. 4 EXPLORER RD BRIGANTINE	NJ	08203	N	
45 191	3/27/92 P	0.00	SPRATT, MILDRED 4 EXPLORER RD BRIGANTINE	NJ	08203	N	
431 191	4/20/92 U	2,600.00	STANDARD, ANN 3452 MORNING LIGHTCOVE MEMPHIS	TN	38152	N	
33 191	3/27/92 P	0.00	STEELMAN, JOAN A. 301 STEVEN DRIVE LINWOOD	NJ	08221	N	
454 191	4/20/92 U	0.00	STELMACK, JOHN %HENRY F. COLLINS COLLINS & EYLAN 22 ALLEN STREET TOMS RIVER	NJ	08753	N	

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CLAIM DIV	FILED	C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH	* CLAIM	SURVIVING DATE	DATE OBJECTED	WITHDRAWN
354 191	4/16/92	S	0.00	STUART BILLIG & RACHEL BILLIG JT TEN 28 BRAND STREET JERUSALEM ISRAEL			N		
318 191	4/13/92	U	0.00	STUHLMAN, CHRISTOPHER, MINOR MOTHER TERESA SCHULMAN JAMES JACKSON 1 S. NEW YORK AVENUE-SUITE 711 ATLANTIC CITY NJ 08401			N		
319 191	4/13/92	U	0.00	STUHLMAN, ROBERT K. %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401			N		
320 191	4/13/92	U	0.00	STUHLMAN, TERESA %JAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY NJ 08401			N		
212 191	4/06/92	U	1,654.20	SUGARMAN PO BOX 685 NEWPORT VT 05855			N		
50 191	3/27/92	P	0.00	SUKALA, LISA M. 1708 HARBOUR LANE SOMERS POINT NJ 08244			N		
59 193	3/27/92	S	0.00	SWANSON, ROBERT A & MARYANN R 4235 ROUSSEAU LANE PALOS VERDES PENNINSU CA 90274			N		
19 191	3/27/92	U	295.75	TAB SHREDDING INC COOPER ROAD BOX 47 RD #13 BERLIN NJ 08009			N		
124 191	4/02/92	P	0.00	TALARICO, GATON J. 105 PALMER COURT MILLIAMSTOWN NJ 08094			N		
196 191	4/06/92	S	10,000.00	TAUKE, BERNARD H. 517 3RD AVENE SE MOYERSVILLE IA 52040			N		

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CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
442 191	4/20/92 U	45.93	TIFFANY & COMPANY 5 SYLVAN MAY PARSIPPANY	N			
555 191	4/21/92 U	25,000.00	TOMASINO, ANNETTE 308 POLL PLACE EDISON	N			
556 191	4/21/92 U	559.24	TOMASINO, LOUIS 308 POLL PLACE EDISON	N			
219 191	4/06/92 U	0.00	TORRES, GREGORY %MCALLISTER-WESTMORELAND BAYPORT ONE YACHT CLUB DRIVE ATLANTIC CITY	N			
566 191	4/20/92 U	100,000.00	TOUMA, ROSEMARIA & ALFRED %GEORGE T. IMPERIAL HORWITZ & IMPERIAL 339 BLOOMFIELD AVENUE CALDWELL	N			
369 191	4/16/92 U	0.00	TRAPANI, SEVERINA & PHILLIP %CHRISTINE NUGENT LUM, HOENS, ET AL 103 EISENHOMER PARKWAY ROSELAND	N			
432 191	4/20/92 U	0.00	TRAPANI, SEVERINA & PHILLIP %CHRISTINE NUGENT LUM, HOENS, ET AL 103 EISENHOMER PARKWAY ROSELAND	N			
94 191	3/27/92 U	771.86	TRAVLSEN AND CO INC 114 02 15TH AVENUE COLLEGE POINT	N			
412 191	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	N			
413 192	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	N			

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CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
421 192	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	NY 10022	N		
530 191	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	NY 10022	N		
531 193	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	NY 10022	N		
539 191	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	NY 10022	N		
540 192	4/20/92 U	0.00	TRUMP, DONALD J. 721 FIFTH AVENUE NEW YORK	NY 10022	N		
172 191	4/03/92 S	3,500,000.00	TRUMP, FRED 2611 WEST 2ND STREET BROOKLYN	NY 11223	N		
415 193	4/20/92 U	0.00	TRUMP'S CASTLE ASSOCIATES BRIGANTINE BLVD & HURON AVE. ATLANTIC CITY	NJ 08401	N		
538 193	4/20/92 U	0.00	TRUMP'S CASTLE ASSOCIATES BRIGANTINE BLVD & HURON AVE. ATLANTIC CITY	NJ 08401	N		
419 191	4/20/92 U	0.00	TRUMP'S CASTLE FUNDING, INC HURON AVENUE & BRIGANTINE BLVD ATLANTIC CITY	NJ 08401	N		
414 191	4/20/92 U	0.00	TRUMP'S CASTLE HOTEL & CASINO, INC. HURON AVE. & BRIGANTINE BLVD. ATLANTIC CITY	NJ 08401	N		
471 191	4/20/92 U	0.00	TUMMARELLO, JAMES ZGOLDENBERG, MACKLER 1030 ATLANTIC AVENUE ATLANTIC CITY	NJ 08401	N		
9 191	3/27/92 U	6,483.33	TUSUSIAN, RICHARD C. 148 FRANKLIN AVENUE HASBROUCK HEIGHTS	NJ 07064	N		

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CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	CLAIM	SURVIVING DATE	DATE	OBJECTED WITHDRAWN
570 191	4/06/92 S	0.00	VAN RIET, LIEVEN J. 1901 SAN JACINTO HOUSTON TX 77002-8219	N				
150 191	4/02/92 U	500,000.00	VASSOS, GLADYS XSTEPHEN B. KAHN MEINSTEIN & KAHN 150 BROADWAY NEW YORK NY 10038	N				
465 191	4/20/92 S	7,116.00	VELLEKOOP, LINDA J. RD 3, BOX 354 OLD AMWELL RD MESHANIC NJ 08853-0364	N				
151 191	4/02/92 U	50,000.00	VENETTIAN, CAROLYN & ROBERT XSTEPHEN B. KAHN MEINSTEIN & KAHN 150 BROADWAY NEW YORK NY 10038	N				
152 191	4/02/92 U	500,000.00	VENETTIAN, CAROLYN & ROBERT XSTEPHEN B. KAHN MEINSTEIN & KAHN 150 BROADWAY NEW YORK NY 10038	N				
256 191	4/10/92 U	50,000.00	VESIA & MICHAEL & ARLENE ZDARA A. QUATTROME/MCALLISTER, ETAL BAY ONE YACHT CLUB DRIVE WEST ATLANTIC CITY NJ 08232	N				
80 191	3/27/92 P	0.00	VISALLI, JOAN 234 40TH ST. BRIGANTINE NJ 08203	N				
104 191	3/27/92 U	0.00	VITAL RECORDS INC 563 NEW CENTER ROAD P.O. BOX 688 FLAGTOWN NJ 08821	N				
96 191	3/27/92 U	597.65	VITAL RECORDS, INC. 563 NEW CENTER ROAD P.O. BOX 688 FLAGTOWN NJ 08821	N				



CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
1 191	3/27/92 U	50,000.00	VON SEYDEMITZ, FRED ZSTANFORD F. JUMAN JUMAN & JUMAN P. O. BOX 992 EDISON	N			
339 191	4/14/92 S	10,350.83	VROMAN, RITA RD 1 BOX 57 BELMONT	N			
416 192	4/20/92 U	0.00	MAGNER, ROGER % TRUMP'S CASTLE FUNDING, INC BRIGANTINE BLVD & HURON AVE ATLANTIC CITY	N			
536 193	4/20/92 U	0.00	MAGNER, ROGER % TRUMP'S CASTLE FUNDING, INC BRIGANTINE BLVD & HURON AVE ATLANTIC CITY	N			
537 191	4/20/92 U	0.00	MAGNER, ROGER % TRUMP'S CASTLE FUNDING, INC BRIGANTINE BLVD & HURON AVE ATLANTIC CITY	N			
331 191	4/14/92 S	500,777.00	WAGNER, ROGER P. 93 LAGOON BLVD BRIGANTINE	N			
418 191	4/20/92 U	150,000.00	MAHEED, NAVLA % KENNETH P. TRAUM, ESQ. POLEY & TRAUM 235 MOORE STREET HACKENSACK	N			
406 191	4/20/92 U	150,000.00	MAHEED, RUSSELL %KENNETH P. TRAUM, ESQ. POLEY & TRAUM 235 MOORE STREET HACKENSACK	N			
127 193	4/02/92 S	60,000.00	MANGER, SIDNEY TRUSTEE FBO MANGER FAMILY TRUST 12945 OXNARD STREET VAN NUYS	N			
456 192	4/20/92 U	2,650.11	MATCHUNG SPRING WATER CO. INC 3480 SOUTH CLINTON AVE. SOUTH PLAINFIELD	N			

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CLAIM DIV	FILED C	CLAIM AMOUNT	CLAIMANT NAME & ADDRESS	SH	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
178 191	4/06/92 P	0.00	HAUGH, KELLY A. 514 SUMMER AVE MINOTOLA	N			
140 191	4/02/92 P	2,496.00	WEIKEL, ELIZABETH T. 117 S BARTRAM AVE ATLANTIC CITY	N			
210 191	4/06/92 P	100,000.00	WEINSTEIN, FLORENCE & ABE XBRIAN C. BARTLETT FREIDMAN, NEMELL ET AL ONE BROAD STREET FREEHOLD	N			
545 192	4/21/92 U	776.23	WESTERN TEMPORARY SERVICES 601 NEW ROAD LINHOOD	N			
89 192	3/27/92 P	0.00	WHITE, EVELYN 1149 N. MICHIGAN ATLANTIC CITY	N			
56 191	3/27/92 P	0.00	HIGGINS, EDWARD 225 B RIDGEMOOD AVE PLEASANTVILLE	N			
21 191	3/27/92 P	0.00	HILKINSON, FRANK D. RD 1 BOX 509F MAYS LANDING	N			
469 191	4/20/92 U	0.00	WILLIAMS, ANNA 1915-B BEACH AVENUE ATLANTIC CITY	N			
321 191	4/13/92 U	0.00	WILLIAMS, CHARLES XJAMES JACKSON SUITE 711 1 S. NEW YORK AVENUE ATLANTIC CITY	N			
245 191	4/09/92 U	0.00	WILLIAMS, UTAH XMIKISIS & BROMLEY SUITE 647 1125 ATLANTIC AVENUE ATLANTIC CITY	N			
220 191	4/06/92 U	0.00	WILSON, EVA XJOSEPH M... X...	N			

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CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
209 191	4/06/92 U	250,000.00	MILTON, JOHN EDWARD P. SHAWY 1950 ROUTE 127 NORTH BRUNSWICK NJ 08902	N			
241 191	4/09/92 S	0.00	HOLFSON, DAVID AND EVELYN HOLFSON JT TEN 1084 EAST 52ND STREET BROOKLYN NY 11234	N			
95 191	3/27/92 U	0.00	MOLPER, STEPHEN H. XJOEL I. RACHMEAL 99 MORRIS AVENUE SPRINGFIELD NJ 07081	N			
247 191	4/09/92 U	0.00	WRIGHT, ROBERT X ROGER S. CLAUS, ESQ. 1200 ATLANTIC AVENUE SUITE 200 ATLANTIC CITY NJ 08401	N			
346 191	4/15/92 U	0.00	WRIGLEY, WILLIAM ZALAN J. COHEN SILLS, CUMMIS, ET AL 17 GORDONS ALLEY ATLANTIC CITY NJ 08401	N			
370 191	4/16/92 U	0.00	WRIGLEY, WILLIAM ZALAN J. COHEN SILLS, CUMMIS, ET AL 17 GORDONS ALLEY ATLANTIC CITY NJ 08401	N			
110 191	4/02/92 U	250,000.00	YAEGER, GEORGE A. ZMAURICE COLE 1000 BLOCK ATLANTIC AVENUE ATLANTIC CITY NJ 08401	N			
211 191	4/06/92 U	1,713.46	YATES-SILVERMAN, INC. 6330 SAN VICENTE BLVD. SUITE 200 LOS ANGELES CA 90048	N			
84 191	3/27/92 S	0.00	YEE, THOMAS LEE & RACHEL YEE 2009 HOODSTOCK WAY SACRAMENTO CA 95825	N			
70 191	3/27/92 P	0.00	YEH, KUNG H. 109 CINDY DRIVE SCULLVILLE NJ 08330	N			

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CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING	DATE	DATE
					CLAIM	OBJECTED	WITHDRAWN
149 191	4/02/92 P	0.00	YOUNG, ARLYN G. 1084 MAYFAIR RD UNION				
							N
342 191	4/14/92 S	500.00	YU, CHEN N. 625 S MAIN STREET ENGELMOOD				
							N
49 191	3/27/92 U	0.00	ZEIGLER, FAYE 107 HANCOCK PLACE NORTH MALES				
							N
560 191	4/23/92 U	0.00	ZIGLER, CHARLIE 5571 HIGH RIDGE ROAD MILLVILLE				
							N

CLAIM DIV	FILED C	---CLAIM AMOUNT---	-----CLAIMANT NAME & ADDRESS-----	SH *	SURVIVING CLAIM	DATE OBJECTED	DATE WITHDRAWN
		NON-SECURITY HOLDER	SECURITY HOLDER				
		TOTAL					
NUMBER OF CLAIMS.....:		583	0				
NUMBER UNLIQUIDATED:		281	0				
CLAIM AMOUNT.....:		411,358,452.06	0.00				411,358,452.06
NUMBER ALLOWED.....:		0	0				
ALLOWED AMOUNT.....:		0.00	0.00				0.00
NUMBER OBJECTED.....:		0	0				
OBJECTED AMOUNT.....:		0.00	0.00				0.00
NUMBER WITHDRAWN.....:		0	0				
WITHDRAWN AMOUNT.....:		0.00	0.00				0.00

SCHWARTZ, TOBIA & STANZIALE  
Kip's Castle  
22 Crestmont Road  
Montclair, New Jersey 07042  
(201) 746-6000  
Co-Counsel to Debtors

JUL 13 9 46 AM '92

JAMES J. WILSON  
BY: *[Signature]*  
DEPUTY CLERK

By: /s/ Charles A. Stanziale  
Charles A. Stanziale (CAS-1227)

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

-----X	
	:
In re	:
	:
TRUMP'S CASTLE ASSOCIATES,	Case Nos. 92-11191 (JW)
et al.,	92-11192 (JW)
	92-11193 (JW)
	:
Debtors.	(Chapter 11)
	:
-----X	

NOTICE OF HEARING TO CONSIDER  
APPLICATIONS FOR FINAL COMPENSATION  
AND/OR REIMBURSEMENT OF EXPENSES

NOTICE IS HEREBY GIVEN that on the 12th day of August, 1992 in Courtroom 1 of the United States Bankruptcy Court, 15 North 7th Street, Camden, New Jersey 08102 at 2:00 o'clock in the afternoon of that day, or as soon thereafter as counsel can be heard, a hearing will be held before the Honorable Judith Wizmur, United States Bankruptcy Judge, to consider

applications for allowance of final compensation and/or reimbursement of expenses of those persons set forth below:

<u>Applicant</u> <u>Nature of Representation</u>	<u>Amount of</u> <u>Request</u>	
WILLKIE FARR & GALLAGHER Co-Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	\$183,928.00
	Expenses:	36,845.02
	Fee Enhancement:	65,000.00
SCHWARTZ, TOBIA & STANZIALE Co-Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	46,280.75
	Expenses:	3,571.38
	Fee Enhancement:	46,147.87
AKIN, GUMP, HAUER & FELD Special Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	50,000.00*
	Expenses:	5,000.00*
BLANK, ROME, COMISKY & McCAULEY Special Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	5,890.50
	Expenses:	205.61
COOPER, PERSKIE, APRIL, NIEDELMAN, WAGENHEIM & LEVENSON Special Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	7,255.50
	Expenses:	847.89
LEVINE, STALLER, SKLAR, CHAN & BRODSKY Special Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	127,130.00
	Expenses:	3,938.36
RIBIS GRAHAM & CURTIN Special Counsel to Trump's Castle Associates, <u>et al.</u>	Fees:	26,546.00
	Expenses:	2,709.09
ARTHUR ANDERSEN & CO. Accountants to Trump's Castle Associates, <u>et al.</u>	Fees:	66,020.00
	Expenses:	467.00
AFFILIATED REALTY SERVICES Appraisers to Trump's Castle Associates, <u>et al.</u>	Fees:	34,425.00
	Expenses:	Included in fees

\* Estimated -- actual amounts requested will be available upon receipt of fee application.

<u>Applicant</u> <u>Nature of Representation</u>	<u>Amount of</u> <u>Request</u>	
ROPES & GRAY Counsel to TC/GP, Inc.	Fees:	\$ 58,814.50
	Expenses:	4,168.61
SILLS CUMMIS ZUCKERMAN RADIN TISHMAN EPSTEIN & GROSS Counsel to TC/GP, Inc.	Fees:	31,370.60
	Expenses:	1,788.42
LOWENSTEIN, SANDER, KOHL, FISHER & BOYLAN Counsel to TC/GP, Inc.	Fees:	13,692.50
	Expenses:	816.00
SCULLY BROTHERS & FOSS Financial Advisors to the Unofficial Steering Committee	Fees:	850,000.00
	Expenses:	2,576.74

PLEASE TAKE FURTHER NOTICE that each of the applications for interim or final allowance of compensation and/or reimbursement of expenses, together with all exhibits thereto, have been filed with, and may be examined and inspected in the office of the Bankruptcy Clerk, Third Floor, United States Bankruptcy Court, 15 North 7th Street, Camden, New Jersey, 08102, by interested parties during regular Court hours.

PLEASE TAKE FURTHER NOTICE that objections, if any, to any of said applications must be made in writing, must state with particularity the grounds for the objections and must be filed with the Bankruptcy Court, together with proof of service thereof, and served upon: (a) Willkie Farr & Gallagher, One Citicorp



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

In re

Trump's Castle Associates, et al.,

Debtors

Case Nos. 92-11191 (JW)  
92-11192 (JW)  
92-11193 (JW)

(Chapter 11)  
**FILED**  
JAMES J. WALDRON, CLERK

MAY 04 1992

U.S. BANKRUPTCY COURT  
CAMDEN, N.J.

AFFIDAVIT OF BALLOT AGENT

I, Daniel H. Burch, a duly authorized representative of MacKenzie Partners, Inc., do hereby affirm that:

1. MacKenzie Partners, Inc., is acting as the exclusive Ballot Agent for Trump's Castle Funding, Inc. (the "Company") and Trump's Castle Associates (together with the Company, the "Solicitors") in connection with their solicitation of acceptances of a plan or reorganization of the Solicitors and a related entity, pursuant to a plan of reorganization under Chapter 11 of the United States Bankruptcy Code (the "Plan"), as described in a Prospectus and Solicitation of Plan Acceptances, dated January 23, 1992, filed with the Securities and Exchange Commission (the "Prospectus").
2. As of 4:00 p.m. E.S.T. on April 17, 1992, the Ballot Agent had received Ballots and Master Ballots representing the votes of \$252,558,674.7 principal and/or accreted amount (inclusive of accrued interest thereon through January 22, 1992) of the Company's 13-3/4% First Mortgage Bonds, Series A-1, due 1997 and 7% First Mortgage Bonds, Series A-2, due 1999 (collectively, the "Bonds").
3. The Ballots and Master Ballots received as of the date and time specified in paragraph 2 indicate that:

The holders of \$194,559,745.3 principal and/or accreted amount of Bonds (inclusive of accrued interest thereon through January 22, 1992) voted to accept the Plan.

121.

The holders of \$57,998,929.4 principal and/or accreted amount of Bonds (inclusive of accrued interest thereon through January 22, 1992) voted to reject the Plan.

4. The Ballots and Master Ballots received as of the date and time specified in paragraph 2 indicate that of the 676 Beneficial Owners voting with respect to the Plan:  
  
551 voted to Accept the Plan, and  
  
125 voted to Reject the Plan.
  
5. The Ballots and Master Ballots received as of the date and time specified in paragraph 2 indicate that of the 163 Record Owners voting with respect to the Plan:  
  
144 voted to Accept the Plan, and  
  
19 voted to Reject the Plan.
  
6. The above vote tallies are subject to the rights of the holders of the Bonds to revoke their votes, as described in the Prospectus.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 28th day of April 1992.

MACKENZIE PARTNERS, INC.



Daniel H. Burch  
President

Sworn to before me this  
28th day of April 1992



Notary Public

MARY S. ...

Notary Public, State of New York

No. 30-4776638

Qualified in Nassau County

Commission Expires October 31, 1992

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

IN THE MATTER OF:

TRUMP CASTLE ASSOCIATES, ET AL :

: Docket Nos. 92-11191,  
: 92-11192,  
: 92-11193

: Camden, New Jersey  
: August 12, 1992

TRANSCRIPT OF HEARING ON FEE APPLICATIONS

BEFORE THE HONORABLE JUDITH WIZMUR  
United States Bankruptcy Judge

APPEARANCES:

For the Debtors:

Willkie, Farr and Gallagher  
BY: MICHAEL W. HILE, ESQUIRE  
One Citicorp Center  
153 East 53rd Street  
New York, New York 10022

Schwartz, Tobia and Stanziale  
BY: CHARLES STANZIALE, ESQUIRE  
22 Crestmont Road  
Montclair, New Jersey 07042

For Fidelity Capital and  
Income Fund:

Sills, Cummis, Zuckerman, Radin,  
Tischman, Eostein and Gross  
BY: JACK ZACK, ESQUIRE  
One Riverfront Plaza  
Newark, New Jersey

Proceedings recorded by electronic sound recording;  
transcript produced by transcription service.

J & J COURT TRANSCRIBERS, INC.  
115 Youngs Road  
Trenton, New Jersey 08619

609-586-2311 FAX NO. 587-3599

1 THE COURT: Yes, please. I start with a  
2 question -- may I have your appearance, please?

3 MR. FOSS: Oh, yes, excuse me. My name is Warren Foss  
4 -- Warren M. Foss. I'm a partner in Scully Brothers and Foss  
5 in New York.

6 THE COURT: All right.

7 MR. FOSS: They're financial advisors to the  
8 unofficial steering committee.

9 THE COURT: Has there been -- as there was with Ropes  
10 and Grey, and as there was, I believe, with Lowenstein Sandler,  
11 had there been a motion by the debtor to assume the contractual  
12 arrangement that was apparently entered into between the debtor  
13 and Scully Brothers and Foss? Do we have -- where are we on  
14 this?

15 MR. HILE: Your Honor, theirs is a slightly different  
16 arrangement. It is compensation to the bondholder committee,  
17 sort of a 506 --

18 THE COURT: It's couched, I think, in terms of 503,  
19 but I'm not sure -- no, it's not even couched in terms of 503.

20 MR. HILE: Your Honor, if an arrangement whereby -- as  
21 representatives of the secured body, these are charges which  
22 would become part of their claim, per se, which we agreed to  
23 pay upon review of reasonableness by your Honor and as part of  
24 the plan of reorganization.

25 THE COURT: Is there a specific provision in the plan

1 regarding this payment?

2 MR. HILE: It is in the amount of the allowance --

3 MR. FOSS: It's fully disclosed in the plan.

4 MR. HILE: Yeah, it's disclosed that their fees will  
5 be paid throughout the disclosure. I'm trying -- it would come  
6 up in the bondholder distribution, I believe, or their  
7 representatives are to be compensated.

8 THE COURT: I would very much appreciate, and it may  
9 not be this moment, if you don't have the reference, but I  
10 would like to see the reference either in the disclosure  
11 statement or the plan, or both, because I'm -- that's one  
12 aspect. If there is -- if the approach is a 506(b) approach  
13 from the standpoint that these types of fees are a part of the  
14 transactional documents, the arrangements between the members  
15 of the steering committee, the bondholders and the bonds in  
16 their former status and the debtor that might provide  
17 sufficient basis for this fee.

18 What puzzled me when I reviewed this is where is the  
19 conceptual basis for tying this in? Where do we have the  
20 authority? It's not enough to say that the debtor agreed to  
21 pay it pre-petition, we don't have addressed what authority  
22 there would be, what basis would there be post-petition for  
23 authorizing this payment, and that's what we need. You're  
24 looking puzzled, Mr. Foss, but counsel is shaking his head in  
25 the affirmative, you'll be happy to know.

1           So, that it looks like he's prepared to address,  
2 perhaps by subsequent written submission, these questions.

3           MR. HILE: I can briefly address it here, your Honor.  
4 The concept is 506(b). It's an assessment for the secured  
5 claim of fees of representation fees, costs, et cetera for  
6 defending and collecting their claim. And that's why there was  
7 not a special retention issue, because they are not actually  
8 retained by the debtors.

9           But the 506(b) analysis would subject their fees to  
10 the reasonableness determination of your Honor. And that is  
11 the basis upon which they're being presented. They are  
12 disclosed in the disclosure statement. I do know that. I can  
13 supplement you with the particular references, but I don't have  
14 that available at this time.

15           THE COURT: I would appreciate a flushing out of the  
16 506(b) underpinnings, as well. And simply the particular page  
17 appended that I might find that referenced to would be fine.

18           On the question of reasonableness, there is -- let me  
19 understand the broader picture here. What's sought is  
20 compensation for the period between the filing date and a  
21 confirmation. Let me understand since this retention dated  
22 back to May 22nd, 1991, what was the specific arrangement going  
23 forward from that date? What kind of compensation was paid?

24           MR. FOSS: We were paid a fee of \$50,000 per month  
25 from, I believe it was, May 22nd, and it went -- the last fee

1 we were paid was -- was in February, I believe -- it was  
2 on -- roughly February the 23rd, or 22nd, or something like  
3 that.

4 The subsequent monthly fees were due on or about the  
5 22nd or 23rd of each month, of course, the debtor filed, I  
6 believe it was on March 6th. So, we did not collect either of  
7 those two fees, the \$50,000 fees.

8 I think technically, under the engagement letter, we  
9 were entitled, I believe, to bill into May, since it went into  
10 May before the transaction was consummated but, in fact, we did  
11 not for that period in time.

12 I also called to your attention that our first  
13 involvement with the steering committee began back in November  
14 of 1990, and we had substantial effort in November, December,  
15 January, and even on prior to our formal engagement on behalf  
16 of the steering committee, that was uncompensated time that we  
17 spent on the transaction.

18 THE COURT: Yes, I did read about that, and that  
19 predated the written arrangement otherwise.

20 How can I understand the additional -- the  
21 augmentation, the additional fee requested that apparently has  
22 been approved by the steering committee as the appropriate  
23 maximum opportunity of the applicant to be compensated from the  
24 debtor in the amount of \$750,000? Let me understand what --  
25 and there is substantial narrative offered that I have reviewed

1 detailing what was accomplished. How do I judge the  
2 reasonableness of the amount of the fee? What do I know  
3 about -- now, we have the \$50,000 monthly fee that was paid  
4 pre-petition, and that is requested here to be continued for  
5 March and April.

6 But this additional fee -- there was a range, after  
7 all, in the agreement letter if we have a basis to carry that  
8 agreement to bind the debtor to it. What should I look to?

9 MR. FOSS: Sure. We had, as we were first selected by  
10 the steering committee -- the informal steering committee back  
11 in, I believe it was November of 1990, as a matter of fact, we  
12 had substantial discussion about the appropriate compensations  
13 arrangements for a transaction, and it was felt that monthly  
14 arrangements are very common, and I think transactions of this  
15 nature was in order, as well as a fee -- success fee, a  
16 completion fee, as you call it on the transaction. There was  
17 discussion that the steering committee preferred to be able to  
18 make a judgment as to what was the appropriate compensation for  
19 the success of the transaction, and we negotiated an  
20 arrangement that was on the low side, 250, as disclosed in the  
21 documents, and at the high side, \$750,000 for them to make  
22 their decision. They were the ones who chose what the  
23 appropriate number was in those circumstances.

24 We -- we went into the transaction, I think, billing a  
25 lower than normal monthly fee, and I think the steering



1 committee, as they selected us, understood that that was the  
2 case. It would not have been uncommon at the time that 75,000  
3 or 100, or 125,000 would have been comparable types of fees and  
4 similar size bankruptcies with reasonable complexities like  
5 this one, and things of that sort.

6 So, I think they understood that the monthly fee that  
7 we were charging was, in fact, towards the lower end of a range  
8 as they were familiar, these are all very substantial  
9 bondholders, they have a number of troubled credits and  
10 portfolios, they're familiar with those types of matters.

11 I think that as we went through the transaction, I  
12 believe there was a significant amount of value created for the  
13 bondholders. For example, the Trump organization wished to try  
14 to reach an agreement in December of 1990 prior to the payment  
15 of the interest on the bonds due in December of 1990 with the  
16 bondholders that they would not demand that payment, and would  
17 stand still for a period of time to negotiate a transaction.

18 We negotiated with the Trump organization, did not  
19 feel that we were making adequate progress at that time, and I  
20 think were successful in seeing that the entire payment in  
21 December of 1990 was, in fact, made to the bondholders at full  
22 face amount, not at any discount to that number.

23 To put that in perspective, that was approximately \$20  
24 million in cash at that time, which the Trump organization  
25 preferred not to pay, and had it, in fact, gone ahead, it would

1 have been haircut in terms of what the claim amount would have  
2 been, and a fairly substantial haircut.

3 I think also the -- when you look at the disaster  
4 scenario here, not only was Atlantic City under very deep -- in  
5 deep problems at the time, the Taj had opened, of course,  
6 earlier that year, we had a recession going on, the junk bond  
7 market, which was the traditional way the casinos, in fact,  
8 financed themselves, was severely disrupted. So, alternate  
9 buyers who were coming in would rely upon financing would find,  
10 in fact, that there'd be a very -- it would be a very  
11 unpleasant environment to try to finance a transaction to  
12 purchase this.

13 I think the bondholders realized -- the steering  
14 committee realized that our efforts in this behalf were going  
15 to be my word, not theirs, heroic, to deal with not only the  
16 problems of the Castle, but also the complexities in the market  
17 at that time in Atlantic City and in the financial markets.

18 I think as we contemplated the transaction, we  
19 realized that it was more than a financial negotiation, that it  
20 would also result in some significant restructuring of how, in  
21 fact, the Castle was to be run, to be governed. And the  
22 governance arrangements, of course, that you've seen in the  
23 plan, the plan you've approved, are extraordinarily complex,  
24 and they're, of course, supervised by board of directors of  
25 very competent people. It was our task to, in fact, put those

1 people in place.

2           The -- I think as we go through the process, and as we  
3 know they did, and by the way, Mr. Nutt, from Ropes and Grey,  
4 who's here, I think, was involved in the process, if I'm not  
5 mistaken, when, in fact, they made their selection as to what  
6 the fee would be, and what the considerations were. I think  
7 they judged that going into the transaction, we should get a  
8 success fee, they should make a judgment on it, and after they  
9 evaluated our work, and all the other factors that went into  
10 it, that we should be paid at the top end of that range.

1           We looked at several comparables. In the case of the  
2 Taj and in Resorts, I believe, were two of the examples, the  
3 compensation paid was substantially higher than what, in fact,  
4 our compensation would be on this transaction. I believe the  
5 appropriate number would be less than one-half of one percent,  
6 it would be our compensation from the -- just considering the  
7 bonds that were -- the amortized value of the bonds and the par  
8 value of the bonds, that was outstanding at the time of our  
9 engagement in May.

10           And I think, in addition to that, not only were those  
11 bonds restructured, but of course, there was a substantial  
12 amount of additional debt held by Midlantic and some, in fact,  
13 held by Mr. Trump himself, which is also restructured in the  
14 transaction.

15           THE COURT: What -- does the firm normally undertake

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN DIVISION

<p>In re</p> <p style="text-align: center;">TRUMP'S CASTLE ASSOCIATES, et al.,</p> <p style="text-align: center;">Debtors.</p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p style="text-align: right;">Chapter 11</p> <p style="text-align: right;">Case Nos. 92-11191</p> <p style="text-align: right;">92-11192</p> <p style="text-align: right;">92-11193</p>
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APPLICATION OF SCULLY BROTHERS & FOSS, FINANCIAL  
ADVISOR TO THE STEERING COMMITTEE OF HOLDERS OF 13¾%  
FIRST MORTGAGE BONDS, SERIES A-1, DUE 1997, AND 7%  
FIRST MORTGAGE BONDS, SERIES A-2, DUE 1999, OF TRUMP'S  
CASTLE FUNDING, INC., FOR FINAL ALLOWANCE OF  
COMPENSATION FOR THE PERIOD MARCH 9, 1992  
THROUGH MAY 29, 1992 AND REIMBURSEMENT OF EXPENSES

*Hearing ret 8/12/92 at 2*

TO: THE HONORABLE JUDITH WIZMER,  
UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Scully Brothers & Foss ("SB&F"), financial advisor to the steering committee (the "Committee") of holders of 13¾% First Mortgage Bonds, Series A-1, Due 1997, and 7% First Mortgage Bonds, Series A-2, Due 1999 (the "Old Bonds") of Trump's Castle Funding, Inc. ("Funding"), and hereby files this Application for Final Allowance of Compensation and Reimbursement of Expenses (this "Application") in connection with its retention as financial advisor by the Committee. In support of this Application, SB&F respectfully represents as follows:

## INTRODUCTION

1. SB&F makes this Application pursuant to section 330(a) of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rule 2016, the letter engaging SB&F as financial advisor to the Committee dated as of May 22, 1991, as amended as of October 1, 1991 (the "Fee Agreement"), and the letter of the Committee determining the amount of the final fee (the "Committee Letter") for final allowance and payment of compensation for SB&F's financial advisory services rendered to the Committee during the period March 9, 1992 through May 29, 1992, inclusive (the "Compensation Period") and reimbursement of expenses incurred by SB&F as set forth herein. SB&F seeks the following relief and an order of this Court granting final allowance and payment of:

- (a) base compensation for professional services rendered by SB&F, as financial advisor to the Committee, during the Compensation Period in the aggregate amount of \$100,000.00;
- (b) premium compensation in the amount of \$750,000.00 as set forth in Section 2(b) of the Fee Agreement and as determined unanimously by the members of the Committee as per the Committee Letter for SB&F's substantial contributions to these chapter 11 cases; and
- (c) reimbursement of the actual and necessary expenses incurred by SB&F in connection with the performance of such services in the aggregate amount of \$2,576.74.

A copy of the Fee Agreement is annexed hereto as Exhibit A. A copy of the Committee Letter is annexed hereto as Exhibit B. A detailed expense report is annexed hereto as Exhibit C.

#### BACKGROUND

2. The Committee, consisting of six institutional holders of the Old Bonds, was formed in November 1990. The Committee was initially formed due to concern of Old Bondholders regarding the financial condition of the Trump's Castle Casino Resort (the "Castle").

3. The original six members of the Committee were Baring America Asset Management Company, Massachusetts Financial Services Company, Merrill Lynch Asset Management, Inc., Pacholder Associates, Putnam Management Company, Inc., and Shearson Asset Management. Subsequently, two members of the Committee (Massachusetts Financial Services Company and Merrill Lynch Asset Management) resigned.

4. The Committee selected SB&F in December 1990 as financial advisor. At approximately that time, the Committee selected Ropes & Gray as its legal advisor and Lowenstein, Sandler, Kohl, Fisher & Boylan as its New Jersey counsel. Immediately upon its selection as financial advisor, SB&F commenced financial analysis and review of publicly available information about the Castle and various Trump entities and entered into numerous discussions with and among members of the Committee, bondholders who were not members of the Committee, the legal advisors to the Committee and the Debtors. This activity continued over approximately the

following six months despite the absence of a fee or other agreement specifying the terms of SB&F's engagement.

5. The Committee formally retained SB&F as financial advisor pursuant to the terms and conditions of the Fee Agreement, dated as of May 22, 1991, which was subsequently amended as of October 1, 1991. The Fee Agreement contains no provision regarding compensation of SB&F for services provided by SB&F prior to May 22, 1991. At the time SB&F was engaged, the then five members of the Committee held approximately 33% of the principal and accreted value of the Old Bonds.

6. Since the beginning of 1990, cash generated from operations at the Castle has been insufficient to cover its fixed charges. As a result of the Castle's liquidity problems, Funding was able to meet the June 15, 1990 principal payment and the December 15, 1990 interest payment on the Old Bonds only after the contribution by Donald J. Trump of securities purchased on the open market in exchange for a note of the Castle and the purchase by Fred Trump of \$3.5 million of casino chips, respectively. Funding subsequently failed to make interest and principal payments in the aggregate amount of \$41,088,250 on the Old Bonds on June 15, 1991 and an interest payment of \$18,408,250 on December 15, 1991.

7. On March 9, 1992 (the "Filing Date"), Funding, Trump's Castle Associates and Trump's Castle Hotel & Casino, Inc. (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of New Jersey, Camden Division. The Debtors were authorized and continued to operate

and manage their businesses and properties as debtors-in-possession with the protection of this Court pursuant to sections 1107 and 1108 of the Bankruptcy Code.

8. The Debtors' original capital structure included bank, bondholder and other debt, totaling approximately \$380 million, all of which was impaired.

9. On May 5, 1992, approximately eight weeks after the Filing Date, this Court entered an order confirming the Debtors' First Amended Joint Plan of Reorganization (the "Plan"), bringing these cases to a successful conclusion in an exceedingly short time. The transactions contemplated by the Plan were effected on May 29, 1992 (the "Effective Date"). The swiftness and economy with which the Plan was confirmed was due largely to the significant efforts and extensive preparation taken prior to the filing by SB&F on behalf of the Committee.

SUMMARY OF SERVICES RENDERED BY SB&F

10. SB&F actively represented the members of the Committee and provided financial advisory services to the Committee from the time of its selection as financial advisor to the Committee in December 1990, through the date of its formal retention as of May 22, 1991, and subsequently through the consummation of these chapter 11 cases. SB&F's work for the Committee was directed by Warren M. Foss, Jr., General Partner of SB&F, who was involved with the project on a daily basis. Also contributing substantially to the SB&F team were Linda M. Rubinstein, Associate, and other SB&F professionals. SB&F in general, and Warren Foss in particular, contributed extensive experience,



- (a) Approximately \$323.1 million face value (including approximately \$35.5 million face value of bonds issued in lieu of cash interest) of 9.5% Mortgage Bonds, Series A, Due 1998 (the "New Bonds"); and
- (b) Approximately 323,063 shares of stock of TC/GP, Inc. (stapled to the New Bonds) representing 100% of the ownership of TC/GP, Inc.

As a direct result of SB&F's contributions to these chapter 11 cases, holders of the Old Bonds now control 50% of the equity and voting interests in the Castle.

14. Specifically, TC/GP, Inc. accounts for 50% of the stockholder votes and 50% of the equity economic interest in the reorganized Castle. Additionally, TC/GP, Inc. stockholders have the right to elect three of seven members of the Board of Partner Representatives (the "TC/GP Directors") of the Castle. Donald J. Trump controls the other 50% of the votes and holds the other 50% of economic interest. Prior to the chapter 11 filings and the restructuring of the Castle, Donald J. Trump controlled the casino entirely. Post-consummation of the Plan, Donald J. Trump shares control with the former holders of Old Bonds, now holders of the New Bonds.

15. As a result of SB&F's negotiations and financial advisory services, strict corporate governance procedures were included in the indenture governing the New Bonds, the revised partnership agreement and the new corporate bylaws and charter. These corporate governance procedures established the actions that may be taken by management and the Board of Partner Representatives including, among other things, establishing operating and capital

expenditure budgets, the incurrence of additional indebtedness, the appointment or removal of the chief executive, financial and operating officers and which actions must be approved by a majority of the TC/GP Directors, all following consummation of these chapter 11 cases. These procedures were designed to protect the New Bondholders' investment in the Debtors' business enterprise and were an integral and time consuming part of the negotiations and documentation.

16. As part of these corporate governance procedures, mechanisms were established whereby control of the Board of Partner Representatives of the Castle will transfer from Donald J. Trump to TC/GP, Inc. if there is a Managing Partner Event (as defined in the partnership agreement), i.e., if there is a failure to comply with established corporate governance procedures. These procedures permit an orderly transfer of control upon the occurrence of certain events, reducing the potential for costly litigation between TC/GP, Inc., the Debtors and Donald J. Trump.

17. As a further part of these corporate governance procedures, a mechanism was erected to permit TC/GP, Inc. to sell the Castle or change its chief operating officer if the Castle fails to meet certain income targets or to service the Midlantic bank debt (a Forced Deposition Event, as described in the partnership agreement). This procedure allows the New Bondholders, through their ownership of TC/GP, Inc., to protect their investment in the event the Castle fails to generate sufficient earnings to service the New Bonds, without incurring the delay and expense of another set of chapter 11 proceedings.

18. As a further result of SB&F's negotiations and financial advisory services, a mechanism was introduced to provide an incentive to Donald J. Trump to reacquire up to 80% of the common equity of the Castle to the extent that the New Bonds are redeemed in full at specified dates prior to maturity. This mechanism is an important incentive that ties Donald J. Trump's potential interest in gaining additional control of the Castle's equity to the New Bondholders' interest in recovering the full amount of their investment on an expedited basis.

19. The financial advisory services rendered by SB&F were critical to assure that the prepetition negotiations, documentation and solicitation were done on an expedited basis. Elements of the Plan were purposely structured to enable:

- (a) the resolution of all major issues prior to filing the chapter 11 petition;
- (b) the restructuring process to be kept separate and apart from the daily operations of the Castle so as to minimize any disruptions, including declining employee morale and the loss of valued personnel and management;
- (c) the Debtors to exit from chapter 11 in the shortest possible amount of time; and
- (d) the preservation of as much of the value of the Castle as possible.

SB&F contributed to the achievement of all of the above.

20. SB&F played an instrumental role in the successful outcome of the restructuring of the Debtors. SB&F's role in negotiating the restructuring with the Debtors on behalf of the

Committee, the bank creditors and other parties in interest, as well as the continual discussions with institutional and individual bondholders, enabled the restructuring to proceed based on the consensual prepackaged approach that was contemplated when the Term Sheet was agreed to on June 14, 1991.

21. Absent SB&F's role in the initial negotiations leading to the signing of the Term Sheet, the Castle may have had to file chapter 11 petitions in either December 1990 or June 1991, which would have had serious and detrimental consequences for all parties in these cases.

22. Further, absent SB&F's role in the subsequent inter-creditor negotiations and negotiations with the Debtors regarding the drafting of the prepackaged plan, the new mortgage indenture and other documents (which required finalizing the agreement and concepts from the Term Sheet), the Castle may have been forced to file chapter 11 petitions without the successful completion of a prepackaged solicitation of the plan of reorganization, which could have resulted in a lengthy, highly litigious proceeding.

23. SB&F believes that if a chapter 11 petition had been filed at an earlier date or, if a nonconsensual chapter 11 petition had been filed at any time, the result would have been detrimental to the Debtors, creditors and other parties in interest in these cases. A nonconsensual filing might have jeopardized one of the Debtors' most important assets -- the casino license. Additionally, a nonconsensual filing would have caused a severe diminution in the value of the Debtors' estate and a corresponding diminution in the recoveries to the Old Bondholders and other creditors. The potential loss of skilled

personnel is another likely and undesirable result of any nonconsensual filing of a chapter 11 petition. Furthermore, patrons of the Castle might have been reluctant to play at the Castle, fearing that the Debtors might not have sufficient cash on hand to pay their winnings. SB&F's contributions to the consensual prepackaged plan helped to mitigate these possible consequences.

24. The results achieved for the Bondholders have been highly satisfactory. In addition to the receipt of specific securities by holders of the Old Bonds and the protections negotiated by the corporate governance procedures, the Bondholders benefited from a large increase in the trading value of the Old Bonds from the period when negotiations began in December 1990 to consummation of the plan. In January 1991, the Old Bonds, Series A-1, traded at approximately \$240 per \$1,000 bond, approximately their lowest value. After the Effective Date, the Old Bonds traded at prices at or above \$700 per \$1,000 bond, an increase of approximately 200% from the lowest values of January 1991. Based upon the approximately \$288 million in principal and accreted amount of Old Bonds outstanding, the bonds increased in value by approximately \$130 million. Without SB&F's financial advice to the Committee in restructuring the Castle, this increase in aggregate value might not have occurred, and the Bondholders might not have received securities presently representing 50% of the voting and equity interest in the Castle.

As filed with the Securities and Exchange Commission on January 10, 1992

Registration No. 33-41759

**SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**PRE-EFFECTIVE AMENDMENT NO. 3 TO FORM S-4**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**TRUMP'S CASTLE FUNDING, INC.**

(Exact Name of Registrant As Specified in its Charter)

**9999**

(Primary Standard Industrial Classification Code Number)

**BRIGANTINE BOULEVARD and HURON AVENUE  
ATLANTIC CITY, NEW JERSEY 08401**

**(609) 441-8640**

**New Jersey**

(State or Other Jurisdiction of  
Incorporation or Organization)

**11-2739203**

(I.R.S. Employer  
Identification No.)

(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,  
OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

**TRUMP'S CASTLE ASSOCIATES LIMITED PARTNERSHIP**

(Exact Name of Registrant As Specified in its Charter)

**7011**

(Primary Standard Industrial Classification Code Number)

**BRIGANTINE BOULEVARD and HURON AVENUE  
ATLANTIC CITY, NEW JERSEY 08401**

**(609) 441-8640**

**New Jersey**

(State or Other Jurisdiction of  
Incorporation or Organization)

**22-2608426**

(I.R.S. Employer  
Identification No.)

(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,  
OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

**TC/GP, INC.**

(Exact Name of Registrant As Specified in its Charter)

**9999**

(Primary Standard Industrial Classification Code Number)

**BRIGANTINE BOULEVARD and HURON AVENUE  
ATLANTIC CITY, NEW JERSEY 08401**

**(609) 441-8640**

**Delaware**

(State or Other Jurisdiction of  
Incorporation or Organization)

**Pending**

(I.R.S. Employer  
Identification No.)

(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,  
OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

**Nicholas L. Ribis, Esq.  
c/o The Trump Organization  
725 Fifth Avenue  
New York, New York 10022  
(212) 832-2000**

(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER,  
INCLUDING AREA CODE, OF AGENT FOR SERVICE)

PLEASE SEND COPIES OF COMMUNICATIONS TO:

**Theodore LaPier, Esq.  
Willkie Farr & Gallagher  
One Citicorp Center  
153 East 53rd Street  
New York, New York 10022  
(212) 935-8000**

**Stephen F. Bollenbach  
c/o The Trump Organization  
725 Fifth Avenue  
New York, New York 1002  
(212) 832-2000**

(continued from preceding page)

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED OFFER TO THE PUBLIC: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit (1)	Proposed maximum aggregate offering price (1)	Amount of registration fee (2)
9.50% Mortgage Bonds, due 1998 (3) .....	\$341,000,000	\$460.035	\$153,651,523	\$39,303
Guaranty of 9.50% Mortgage Bonds due 1998 (4) .....	—	—	—	—
Common Stock (5) .....	341,000 (shares)	\$ .01	\$ 3,340	\$ 1.00
			Total .....	\$39,304

(1) Estimated pursuant to Rule 457 solely for purposes of computing the registration fee.

(2) The Registrants have paid \$38,414 of the registration fee prior to the filing of this Pre-Effective Amendment No. 3.

(3) Issued by Trump's Castle Funding, Inc.

(4) Issued by Trump's Castle Associates.

(5) Issued by TC/GP, Inc.

THE REGISTRANTS MAY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

**TRUMP'S CASTLE FUNDING, INC.  
TRUMP'S CASTLE ASSOCIATES**

January , 1992

To the Holders of Trump's Castle Funding, Inc.'s  
13-3/4% First Mortgage Bonds, Series A-1, Due 1997  
and 7% First Mortgage Bonds, Series A-2, Due 1999  
(collectively, the "Old Bonds"):

Enclosed is the Prospectus and Solicitation of Plan Acceptances (the "Prospectus") of Trump's Castle Funding, Inc. (the "Company") and Trump's Castle Associates (the "Partnership", together with the Company, the "Solicitors"), and the Ballot and Master Ballot. The Prospectus sets forth the terms and conditions upon which the Solicitors are soliciting acceptances of a prepackaged plan of reorganization of the Solicitors and a related entity, Trump's Castle Hotel & Casino, Inc. (collectively, the "Debtors") to be filed under chapter 11 of the United States Bankruptcy Code (the "Plan"). Please read the Prospectus carefully before voting. Only holders of record of Old Bonds as of the close of business on January \_\_, 1992 (the "Voting Record Date") are entitled to vote.

Your vote to "ACCEPT" the Plan will permit the Debtors to restructure their debt as effectively and quickly as possible. The Solicitors believe that they have no viable non-bankruptcy alternative available. If the requisite number of acceptances are not received by February \_\_, 1992, the Debtors may be forced to seek relief under the Bankruptcy Code other than pursuant to the Plan. The Solicitors believe that a restructuring other than pursuant to the Plan would result in further delays and increased costs in connection with the Debtors' debt restructuring. While the Solicitors do not believe that they owe a fiduciary duty to the holders of the Old Bonds and, as such, have no legal obligation to act for the benefit of the holders of Old Bonds, the Solicitors believe that the Plan reflects the best possible arrangement for you. If the Plan is not approved, the Solicitors believe that the value of your investment will deteriorate.

**THE MEMBERS OF THE UNOFFICIAL BONDHOLDERS STEERING COMMITTEE, WHICH AS OF JANUARY 9, 1992 HOLD APPROXIMATELY \$86,497,000 IN PRINCIPAL AMOUNT OF AND ACCRUED INTEREST ON THE SERIES A-1 BONDS AND \$7,823,000 IN ACCRETED AMOUNT OF AND ACCRUED INTEREST ON THE SERIES A-2 BONDS (REPRESENTING APPROXIMATELY 28.4% OF THE AGGREGATE VOTING POWER OF THE OUTSTANDING OLD BONDS AS OF JANUARY 9, 1992, INTEND TO VOTE FOR THE PLAN AND RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.** See the Prospectus for a description of the Steering Committee and its members.

**YOUR VOTE IS VITAL, NO MATTER WHAT THE SIZE OF YOUR BOND HOLDINGS. YOU MUST SUBMIT A BALLOT (OR MASTER BALLOT) TO HAVE YOUR VOTE COUNTED.** It is important that you vote to accept or reject the Plan. For purposes of determining whether the Requisite Acceptances have been received, only holders who vote will be counted. You should check the appropriate box, since any Ballot or Master Ballot which is executed by a holder that does not indicate an acceptance or rejection of the Plan will not be counted as an acceptance or rejection of the Plan.

The transactions described in the Prospectus have been negotiated extensively with the Steering Committee and its financial and legal advisors. It represents the culmination of months of effort to restructure the outstanding indebtedness of the Debtors. **YOU ARE URGED TO VOTE "FOR" THE PLAN.**

The Solicitors' ability to seek confirmation of the Plan depends upon, among other things, certain minimum levels of acceptance thereof, as more particularly described in the Prospectus. **SUCH MINIMUM LEVELS OF ACCEPTANCE MAKE IT EXTREMELY IMPORTANT THAT HOLDERS WHO WISH TO VOTE ON THE PLAN EXERCISE SPECIAL CARE TO ENSURE THAT THEIR BALLOTS (OR MASTER BALLOTS REFLECTING THEIR VOTE) ARE PROPERLY COMPLETED AND SUBMITTED TO THE BALLOT AGENT BEFORE 12:01 A.M., NEW YORK CITY TIME, ON FEBRUARY** \_\_, 1992.

If you have any questions concerning the Plan, Ballot or Master Ballot, you are encouraged to call the Information Agent, Dewe Rogerson Inc., at (212) 688-6840.

Very truly yours,



**TRUMP'S CASTLE FUNDING, INC.  
TRUMP'S CASTLE ASSOCIATES**



TRUMP'S CASTLE FUNDING, INC.  
TRUMP'S CASTLE ASSOCIATES  
TC/GP, INC.

Trump's Castle Funding, Inc. (the "Company") and Trump's Castle Associates (the "Partnership," together with the Company, the "Solicitors") hereby solicit from each holder of the Company's 13-3/4% First Mortgage Bonds, Series A-1, Due 1997 (the "Series A-1 Bonds") and 7% First Mortgage Bonds, Series A-2, Due 1999 (the "Series A-2 Bonds," together with the Series A-1 Bonds, the "Old Bonds") as of the close of business on January \_\_\_, 1992, acceptances of a prepackaged plan of reorganization (the "Plan") of the Company, the Partnership and Trump's Castle Hotel & Casino, Inc. ("TCHI," together with the Company and the Partnership, the "Debtors"). If the Requisite Acceptances of the Plan are obtained, the Debtors currently intend to commence a case under chapter 11 of the United States Bankruptcy Code and the rules and regulations promulgated thereunder (the "Code") and to use the acceptances to obtain confirmation of the Plan by a United States Bankruptcy Court of competent jurisdiction (the "Bankruptcy Court").

If the Requisite Acceptances to the Plan are received and the Plan is confirmed by the Bankruptcy Court, each holder of the Old Bonds as of the close of business on the day the Plan becomes effective (the "Effective Date") will receive, promptly after the Effective Date, in exchange for each \$1,000 in principal amount of Series A-1 Bonds or \$1,000 Accreted Amount as of December 15, 1990 of Series A-2 Bonds, the following:

- One Unit consisting of \$1,000 in principal amount of the Company's 9.50% Mortgage Bonds, Due 1998 (a "New Bond"), together with one share of the Common Stock (the "Common Stock") of TC/GP, Inc. ("TC/GP");
- An amount in respect of interest thereon calculated at the rate of 9.50% per annum for the period from the day the Plan is filed with the Bankruptcy Court (the "Filing Date") to the Effective Date (the "Effective Date Amount"), payable in additional Units or cash to the extent cash is available to the Partnership for such purpose. The difference between the Effective Date Amount and that portion of the Effective Date Amount actually paid in cash will be paid in additional Units;
- Additional Units or cash in an amount equal to the Bond Carryforward Amount (as defined below), if any; and
- The cash proceeds attributable to any fractional Units to which such holder would otherwise be entitled arising from the sale of cumulated fractional Units by the Partnership on or after the Effective Date (as described below).

The New Bonds will be issued with original issue discount for purposes of sections 1272 and 1273 of the Internal Revenue Code of 1986. See "Certain Federal Income Tax Considerations." If the Requisite Acceptances are received, each holder of Old Bonds as of the close of business on the day immediately prior to the Filing Date (the "Prefiling Payment Record Date") will be paid, on the day before the Filing Date, interest in respect of the Old Bonds calculated at the rate of 8% per annum for the period from December 15, 1990 to December 15, 1991, and 9.50% per annum for the period from December 15, 1991 to the Filing Date (the "Prefiling Payment"); provided, however, that the Prefiling Payment will be payable on the day before the Plan is filed only to the extent the Partnership has sufficient cash for such purpose. If the Partnership does not have sufficient cash to pay the Prefiling Payment in full, the difference between the Prefiling Payment and that portion of the Prefiling Payment actually paid in cash on the day before the Filing Date (the "Bond Carryforward Amount") will be paid, promptly after the Effective Date, to holders of the Old Bonds as of the Effective Date in cash, to the extent cash is then available to the Partnership for such purpose, and in additional Units (subject to the provisions regarding fractional Units) for that portion of the Bond Carryforward Amount not paid in cash. See "Summary — Prefiling Interest Payments and Exchange Consideration."

The Bond Carryforward Amount is a mechanism for deferring a portion of the accrued but unpaid interest on the Old Bonds from December 15, 1990 (the date on which interest was last paid on the Old Bonds) until the day before the filing of the Debtor's petition under the Code, and capitalizing such accrued interest (i.e., issuing additional debt in lieu thereof) to the extent such accrued interest is not paid in cash. The Effective Date Amount is a mechanism for deferring a portion of the accrued but unpaid interest in respect of the Old Bonds from and after the Filing Date until the Effective Date. The Debtors currently anticipate that the entire Prefiling Payment and the Effective Date Amount will be paid in the form of additional Units. Assuming the Effective Date of the Plan is April 15, 1992, the amount of accrued interest which is anticipated to be capitalized and issued as New Bonds in the form of additional Units is \$32,777,000 in the aggregate. Any such additional Units will be identical to other Units issued on the Effective Date in all respects.

It is currently anticipated that the Partnership will not have sufficient cash available to pay the Prefiling Payment on the day before the Plan is filed and that substantially the entire amount of the Prefiling Payment will become the Bond Carryforward Amount. It is further anticipated that substantially the entire amount of the Bond Carryforward Amount and the Effective Date Amount will be paid promptly after the Effective Date in additional Units. See "Annex B — Financial Forecast."

(continued on next page)

These securities are being offered by a company whose securities are not registered with the Securities and Exchange Commission. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy any securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State. This document is subject to completion and may be amended. A registration statement relating to these securities has been filed with the Securities and Exchange Commission and will become effective upon filing. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy any securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

(continued from preceding page)

In the event that the Plan is ultimately confirmed, the consequences to a holder of Old Bonds would be, among other things, that:

- Holders will receive the Prefiling Payment, payable in cash or in additional Units as the Bond Carryforward Amount (described above);
- Holders will receive the Effective Date Amount, payable in cash or additional Units as described above;
- Holders will receive Units in exchange for Old Bonds on the basis set forth above, which Units are comprised of New Bonds with payment and other terms similar, but not identical to, the terms of the Old Bonds, and Common Stock of TC/GP, which Common Stock will represent initially a 50% indirect ownership interest in the Partnership and will entitle the holders thereof to elect the Board of Directors of TC/GP, which persons will have a significant role in the management of the Partnership's affairs. See "Summary — Prefiling Interest Payments and Exchange Consideration."

In the event that the Plan is not confirmed the consequences to the holders of Old Bonds could be, among other things, that:

- The Debtors may file a petition under chapter 11 of the Code prior to the solicitation of consents to any plan.
- If such a petition were filed, the Debtors would have the exclusive right for at least 120 days after the filing thereof to propose a plan of reorganization, which plan could be identical to the Plan or more or less favorable to the Debtors than the Plan.
- The Partnership's business could deteriorate during the pendency of a lengthy reorganization case.

On December 15, 1990, the Accreted Amount per each \$1,000 principal amount of Series A-2 Bonds was \$667.37. On January 9, 1992, the closing prices on the American Stock Exchange of the Series A-1 Bonds and the Series A-2 Bonds were \$45-3/4 and \$33, respectively. It is anticipated that the Units will be listed on the American Stock Exchange and will trade initially at a price less than the face amount of the New Bond contained therein. There can be no assurances, however, that the Units will be so listed, as to the trading price of a Unit or whether or not its trading price will be greater than that of the Old Bonds. The New Bonds and the Common Stock may not be transferred separately except under limited circumstances. See "Description of New Bonds — Separation of New Bonds and Common Stock" and "Description of TC/GP Certificate of Incorporation and Bylaws."

The New Bonds will bear interest at 9.50% per annum from the date of issuance. On each August 15 and February 15 (each an "Interest Payment Date"), commencing August 15, 1992 (except as noted below), the Company is required to pay interest in cash to the holders of New Bonds outstanding on the immediately preceding August 1 or February 1 at varying rates per annum (the "Mandatory Cash Amount") as follows:

<u>Period</u>	<u>Mandatory Cash Rate</u> (per annum)
From issuance to August 15, 1992 .....	5.00%
From August 15, 1992 to February 15, 1993 .....	6.00
From February 15, 1993 to August 15, 1993 .....	7.00
From August 15, 1993 to February 15, 1994 .....	8.00
From February 15, 1994 and thereafter .....	9.50

For Interest Payment Dates on or before February 15, 1994, the difference between interest calculated at the rate of 9.50% per annum and the Mandatory Cash Amount (the "Additional Amount") is payable to holders of New Bonds in cash to the extent that Excess Available Cash (as defined) of the Partnership is available for such purpose and in additional Units to the extent Excess Available Cash is less than the Additional Amount.

Pursuant to the Plan, Donald J. Trump, will receive a special interest in the Partnership (the "Trump Priority Interest") in exchange for the contribution to the Partnership of certain indebtedness owed by the Partnership to Mr. Trump. See "Certain Transactions — Trump Demand Notes" and "Description of Amended Partnership Agreement — Allocations, Payments and Distributions." Pursuant to the Plan, the Solicitors' indebtedness to Midlantic National Bank ("Midlantic") will also be modified. See "Amended Midlantic Debt Agreements."

To the extent Excess Available Cash remains after payment in full of 9.50% cash interest on the New Bonds and a specified return on the Trump Priority Interest, 75% of such cash will be applied to repurchase New Bonds in the open market and, assuming there is no Event of Default under the Amended Midlantic Term Loan or the Amended Midlantic Grid Note, 25% will be distributed to the Partners of the Partnership. See "Description of New Bonds — Open Market Purchases" and "Amended Midlantic Debt Agreements — Amended Midlantic Term Loan — Covenants — Restrictions on Activities."

Immediately following the Effective Date, Donald J. Trump will own directly or indirectly 50% of the equity of the Partnership and holders of New Bonds will own indirectly 50% of the equity of the Partnership through their ownership of 100% of the Common Stock of TC/GP. Mr. Trump's beneficial interest in the Partnership may be increased to up to 80% and the holders of the New Bonds' indirect beneficial interest may be decreased to 20% if the New Bonds are redeemed or repurchased and retired in their entirety prior to maturity under certain specified circumstances. See "Description of Amended Partnership Agreement — Capital Accounts."

Initially, Mr. Trump will control the management of the Partnership through the appointment of a majority of the members of the Partnership's Board of Partner Representatives (the "Board"). Upon the occurrence of certain events, however, control of the Board will shift to TC/GP and thus, indirectly, to the holders of New Bonds. See "Description of Amended Partnership Agreement — Management of the Partnership."

(continued on next page)

(continued from preceding page)

If the Plan is confirmed by the Bankruptcy Court, each holder of Old Bonds will receive the same consideration, whether or not such holder voted to accept the Plan. Moreover, upon confirmation, the Plan would be binding on all creditors of the Debtors regardless of whether or not such creditors voted to accept the Plan.

The Plan includes certain provisions which purport to enjoin the assertion or enforcement of future claims against the Debtors based upon violations of Federal securities laws. See "The Plan — Means for Executing the Plan" and "Business — Legal Proceedings."

The Debtors reserve the right to use Acceptances, with the consent of the Steering Committee, to seek confirmation of a plan of reorganization under any other circumstance permitted by law, including the filing of an involuntary bankruptcy petition against any of the Debtors.

The Solicitors reserve the right to cancel or modify this Solicitation or the Plan, subject, in the case of modifications, to the approval of the Unofficial Bondholders Steering Committee (the "Steering Committee"). See "The Plan — Modification and Revocation of the Plan." THE MEMBERS OF THE STEERING COMMITTEE, WHICH AS OF JANUARY 9, 1992 HOLD APPROXIMATELY \$86,497,000 IN PRINCIPAL AMOUNT OF AND ACCRUED INTEREST ON THE SERIES A-1 BONDS AND \$7,823,000 IN ACCRETED AMOUNT OF AND ACCRUED INTEREST ON THE SERIES A-2 BONDS (REPRESENTING APPROXIMATELY 28.4% OF THE AGGREGATE VOTING POWER OF THE OUTSTANDING OLD BONDS AS OF JANUARY 9, 1992), INTEND TO VOTE FOR THE PLAN AND RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

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THE SECURITIES OFFERED HEREBY AND THE PLAN HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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THIS PROSPECTUS HAS NOT BEEN APPROVED BY ANY BANKRUPTCY COURT WITH RESPECT TO ADEQUACY OF INFORMATION. HOWEVER, IF A REORGANIZATION CASE IS SUBSEQUENTLY COMMENCED AND AN ORDER FOR RELIEF IS ENTERED, THE SOLICITORS MAY PROMPTLY SEEK AN ORDER OF SUCH BANKRUPTCY COURT THAT THE SOLICITATION OF ACCEPTANCES TO THE PLAN BY MEANS OF THIS PROSPECTUS WAS IN COMPLIANCE WITH SECTION 1126(b) OF THE CODE.

---

The Solicitors are soliciting Ballots and Master Ballots. Master Ballots may be used by record holders of Old Bonds who are not beneficial holders and may be completed by each record holder to reflect the votes of the beneficial owners that hold through such record holder. Alternatively, a record holder of Old Bonds may execute a separate Ballot for each beneficial holder that holds through it and forward such Ballots to the beneficial holders to be completed by them and returned to the Ballot Agent. Ballots and Master Ballots may be revoked, subject to the procedures described herein, at any time until the earlier of (i) the Expiration Date or (ii) the commencement by the Debtors of a reorganization case. After the commencement of such a case Ballots and Master Ballots may be revoked only with the approval of the Bankruptcy Court.

The Solicitation will expire at 12:01 a.m., New York City time, on February, 1992, unless extended by the Solicitors to a date not later than April, 1992 (the "Expiration Date"). The record date for purposes of determining which holders of Old Bonds are eligible to vote on the Plan is the close of business on January, 1992, the date on which this Prospectus is first being delivered to persons entitled to vote.

See "Risk Factors" for a discussion of risk factors that should be considered in connection with the Plan.

The date of this Prospectus is January, 1992

October 15, 1991

Mr. Nicholas L. Ribis  
Chief Executive Officer  
Trump Hotel and Casino Resorts  
725 Fifth Avenue  
New York, New York 10022

Dear Mr. Ribis:

In accordance with our engagement letter dated September 24, 1991, we have prepared an appraisal of Trump Castle Casino Resort by the Bay giving effect to the consummation of the proposed reorganization of Trump's Castle Funding, Inc. as contemplated in the Registration Statement on Form S-4 under the Securities Act of 1933 as filed on July 31, 1991.

A description of the subject property, together with the sources of information and bases of estimates, are stated in the appropriate sections of the report. We have also included in the report relevant assumptions and discussions of methodologies used. Your attention is called to the standard conditions of the report contained within.

Based upon the valuation support and the resultant findings, and subject to all conditions and assumptions contained in the accompanying report, our opinion of the market value of the fee simple interests of the Trump Castle Casino Resort by the Bay, as of January 1, 1992, is as follows:

**TWO HUNDRED THIRTY FIVE MILLION DOLLARS**

**\$235,000,000**

Our report is based on estimates, assumptions and other information developed from our research of the market, knowledge of the industry, and meetings and conversations during which you and/or your representatives and management of the property provided us with certain information. The sources of information and bases of the estimates and assumptions are stated in the appropriate sections of the report. The data has been presumed to be reliable and, where possible, has been verified; but no responsibility, whether legal or otherwise, will be assumed for its accuracy, nor can it be guaranteed as being certain.

Saul F. Leonard Company Inc.  
2029 Century Park East Suite 3200  
Los Angeles, CA 90067  
TEL: (310) 201 5205 FAX: (310) 201 5219  
Nevada Office: Las Vegas, 89102

# LEONARD

Mr. Nicholas L. Ribis  
October 15, 1991  
Page 2

Under the terms of this engagement, we have no obligation to revise our report to reflect events or conditions that occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economic or market factors.

The accompanying prospective financial analyses are based on estimates and assumptions developed in connection with our market analysis. However, some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our prospective financial analyses will vary from our estimates, and the variations may be material.

Further, we have not been engaged to evaluate the effectiveness of management, and we are not responsible for future marketing efforts and other management actions upon which actual results will depend.

Since the appraised market values are based on estimates and assumptions, which are inherently subject to uncertainty and variations depending upon evolving events, we do not represent them as results that will actually be achieved.

As a result of the consummation of the reorganization referred to above we understand that the new Trump's Castle mortgage bonds will trade as a unit with the stock of Trump Castle General Partner, Inc. This report and our estimates of value will be used as a basis for making a determination of the value of the equity component of such unit for purposes of determining the original issue discount on the bonds for federal income tax purposes and may not be used for any other purpose other than that indicated in the appraisal.

Neither the whole, nor any part of this report, or any reference thereto may be included in any document, statement, circular or appraisal without Saul F. Leonard Company, Inc. prior written approval of the form and context in which it appears.

Very truly yours,

SAUL F. LEONARD COMPANY, INC.

*Saul F. Leonard Company, Inc.*

**LUNARD**

APPRAISAL REPORT  
OF  
TRUMP CASTLE CASINO  
RESORT BY THE BAY  
ATLANTIC CITY, NEW JERSEY

As of  
January 1, 1992

# LEONARD

Appraisal Report  
of  
Trump Castle Casino Resort by the Bay  
Atlantic City, New Jersey

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# LEONARD

Appraisal Report  
of  
Trump Castle Casino Resort by the Bay  
Atlantic City, New Jersey

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## EXECUTIVE SUMMARY

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The purpose of this study is to estimate a market value for the Trump Castle Casino Resort By The Bay ("Trump's Castle" or "the Castle") in Atlantic City, New Jersey for the information of the parties involved in the consideration of a prepackaged bankruptcy plan relating to the subject property. This section summarizes our findings, conclusions and our estimate of value, with details pertaining to each subject found in subsequent sections of the report.

Trump's Castle opened in June of 1985 as the second casino-hotel in the Marina area of the City. The Castle experienced a major expansion in 1989 with the addition of the Crystal Tower and substantial refurbishments and new construction at the State-owned but Trump's Castle-managed marina. The Castle currently features well-maintained and attractive facilities including a 60,000-square-foot casino, 703 hotel rooms and luxurious suites, numerous restaurants and lounges, recreational facilities, retail shops, a major parking

EXECUTIVE SUMMARY

garage and the marina.

The Castle currently competes with 11 other Atlantic City casino-hotels in a market which faced extraordinary growth from inception in 1978 through the mid-1980's, both in terms of casino supply and in demand for these properties. In recent years, however, supply increases have slowed to the point where no new casino-hotels are anticipated in the foreseeable future, increases in demand (Citywide casino revenues) have slowed to levels at or below the level of inflation and profitability levels have declined. Numerous changes to the regulations governing casino gaming in Atlantic City and improvements in area infrastructure have been, or are being, made in an effort to stimulate demand and increase the overall profitability of the casino industry in the City. Citywide casino revenues should reach the \$3 billion mark in 1991 and are projected herein to then increase at annual rates of four and five percent thereafter.

The Castle competed very effectively in its early years, but the recession, ineffective management, increased competition and publicity surrounding the financial problems of this and the other Trump casino-hotels combined to reduce both the Castle's penetration of the gaming market and its operating profits in 1990 and so far in 1991. New management began efforts to reposition and rejuvenate the property in the spring of this year and its efforts

# LEONARD

## EXECUTIVE SUMMARY

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appear to be improving both market penetration and profitability.

Based on the analyses contained in this report, values have been estimated for Trump's Castle by the Income and Cost Approaches. As potential buyers/investors in the hospitality industry, and in the casino gaming segment of the industry in particular, rely much more heavily on the Income Approach to value, this approach was given more weight in the correlation of a value conclusion which is as follows for the Trump Castle Casino Resort By The Bay as of January 1, 1992:

TWO HUNDRED THIRTY-FIVE MILLION DOLLARS

(\$235,000,000)

THODORE A. SCHWARTZ  
CHARLES A. STANZIALE, JR.\*\*\*  
RONALD L. TOBIA\*\*\*  
KENNETH WEISERT  
WARREN B. KASDAN  
BEN H. BECKER  
GARY S. ROSENSWEIG  
DAMON R. SEDITA\*\*  
JOSEPH M. CAMPISANO  
STEVEN T. SINGER  
FRANK R. CAMPISANO  
DONALD J. CRECCA  
SANDRA T. AYRES  
JENNIFER D. STONE\*\*\*\*  
WILLIAM A. BAKER\*  
MARTIN L. BOROSKO\*  
CARLA A. STANZIALE\*\*\*\*  
DEBORAH A. DYKSTRA

OF COUNSEL  
ROGER C. WARD

LAW OFFICES  
**SCHWARTZ, TOBIA & STANZIALE**  
A PROFESSIONAL ASSOCIATION  
KIP'S CASTLE  
22 CRESTMONT ROAD  
MONTCLAIR, NEW JERSEY 07042

(201) 746-6000  
FAX  
(201) 746-5849  
(201) 746-8250

ROBERT S. MORAFF\*\*\*  
A. LAWRENCE GAYDOS, JR.  
MARTIN B. FIRESTONE  
COUNSEL

TRENTON OFFICE  
172 W. STATE STREET  
P.O. BOX 2041  
TRENTON, NJ 08607  
(609) 393-0041  
FAX  
(609) 393-1990

ALSO CAL BAR\*\*  
ALSO D.C. BAR\*\*  
ALSO FLA BAR\*\*\*  
ALSO N.Y. BAR\*\*\*\*  
ALSO MD. BAR\*  
ALSO PA BAR\*

*Case closed  
8/10/94*

August 1, 1994

Honorable Judith H. Wizmur  
United States Bankruptcy Court  
15 North 7th Street  
Camden, NJ 08102

Re: Trump Plaza Associates, et als.  
Case Nos. 92-11188/11189/11190JW

Dear Judge Wizmur:

With regard to your letter to the undersigned dated June 27, 1993, I have been advised by Ben H. Becker, Esq. of this office that the last remaining claims motion involving S.S.G. Enterprises, Inc. has been resolved and a Stipulation of Settlement will be submitted forthwith. With the conclusion of this matter, the bankruptcy proceeding can be closed.

Very truly yours,

SCHWARTZ, TOBIA & STANZIALE, P.A.  
A Professional Association

  
DONALD J. CRECCA

DJC:lr

cc: Ben H. Becker, Esq.

BY: JAMES J. CALDRON  
DEPUTY CLERK  
Aug 4 1 31 PM '94  
U.S. BANKRUPTCY COURT  
FILED  
CAMDEN, NJ

United States Bankruptcy Court  
District of New Jersey  
15 NORTH 7TH STREET  
CAMDEN, NEW JERSEY 08102

J. WIZMUR  
BANKRUPTCY JUDGE

(609) 757-5126  
FTS 488-5126

June 27, 1994

Donald J. Crecca, Esq.  
Schwartz, Tobia & Stanziale  
22 Crestmont Road  
Montclair, New Jersey 07042

RE: Trump Plaza Associates  
Case Nos. 92-11188, 11189, and 11190

Trump Castle Associates  
Case Nos. 92-11191, 11192 and 11193

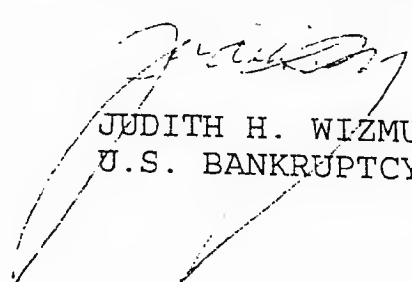
Dear Mr. Crecca:

Thank you for your recent correspondence in the above captioned matters.

With regard to Trump Castle Associates, this case is presently being closed.

With regard to Trump Plaza Associates, you have indicated that there are two matters pending that need to be resolved. Please identify the matters pending and the proposed manner of resolution.

Very truly yours,

  
JUDITH H. WIZMUR  
U.S. BANKRUPTCY JUDGE

JHW/mdw

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110-2624  
(617) 951-7000  
Co-counsel to TC/GP, Inc.

U.S. BANKRUPTCY COURT  
FILED  
AUG 31 10 47 AM '92

By: Alyson B. Gal  
Alyson B. Gal (#AG0412)

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

In re  
TRUMP'S CASTLE ASSOCIATES,  
et al.,

Chapter 11 Case  
No. 92-11191-JW  
Hearing Date:  
April 6, 1992

VERIFIED STATEMENT OF ROPES & GRAY PURSUANT TO BANKRUPTCY RULE  
2019(A) AS TO REPRESENTATION OF MULTIPLE CREDITORS

TO: The Honorable Judith H. Wizmur,  
United States Bankruptcy Judge  
15 North 7th Street  
Camden, New Jersey 08102-1104

Pursuant to Bankruptcy Rule 2019, Ropes & Gray, as (i) counsel to TC/GP, Inc. (the "Bondholder Corporation"), which is neither a creditor nor an equity security holder in the Debtors' Chapter 11 case, and (ii) the unofficial steering committee (the "Steering Committee"), holders of Trump's Castle Funding, Inc. 13 3/8% First Mortgage Bonds, Series A-1, due 1997 and 7% First Mortgage Bonds, due 1999 (collectively, the "Old Bonds"), respectfully states that:.

(1) Prior to the filing of the Debtors' Chapter 11 petitions, the Steering Committee, a group of 5 institutional holders of the Bonds informally met to discuss the financial

condition of the Debtors and the possibility of restructuring their obligations. The members of the Steering Committee initially consisted of five institutional holders of the Bonds which collectively held approximately \$95,000,000, or 33%, in principal amount thereof. Currently, the members of the Steering Committee are Putnam Management Company, Inc.; Baring America Asset Management Company, Inc.; Shearson Asset Management; and Pacholder Associates. Merrill Lynch Asset Management, one of the five original members of the Steering Committee and holder of approximately 5% of the Bonds, withdrew from the Committee in early 1992.

(2) The Steering Committee originated in June of 1990, when its five original members began to meet to discuss the financial condition of Donald Trump and the Debtors and to discuss the future of the Debtors. In December 1990, the Steering Committee retained Scully Brothers & Foss ("SB&F") as its financial advisor, Ropes & Gray as its legal advisor, and Lowenstein, Sandler, Fisher, Kohl & Boylan ("Lowenstein, Sandler") as its legal advisor with respect to matters of New Jersey law. As is customary in transactions of this kind, the Debtors agreed to pay the reasonable fees and expenses of the Steering Committee's legal and financial advisors for their work done on behalf of the Steering Committee.

(3) Ropes & Gray was retained to represent the Steering Committee in December of 1990. Previously, Ropes & Gray had represented one of the Steering Committee members, Putnam Management Company, Inc.

(4) Subsequent to its formation, the Steering Committee has, with the assistance of its legal and financial advisors, engaged in substantive investigation of the Debtors' legal and financial affairs and based upon such investigation, has negotiated with the Debtors as to a restructuring of the Bonds.

(5) As a result of these negotiations, the Debtors proposed the Plan of Reorganization currently before this Court. TC/GP, Inc. has been created in contemplation of the plan, as the entity through which holders of the New Bonds, including but not limited to the Steering Committee members, will hold stock in one of the 50% general partners of the reorganized entity.

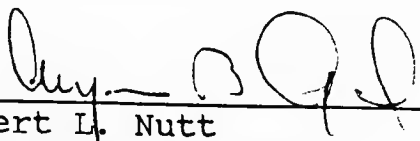
(6) Neither Ropes & Gray nor any member or employee of the firm hold any bonds or own any other equity or debt security of any of the Debtors. Ropes & Gray, its members and employees do not have any claim against any of the Debtors.

(7) The Steering Committee does not represent or act on behalf of, any other bondholder or other creditor or equity holder not a member of the Steering Committee.

Respectfully submitted, under pains and penalties of perjury on this 15th day of May, 1992.

TC/GP, Inc.

By its attorneys,

  
\_\_\_\_\_  
Robert L. Nutt  
Jacqueline E. Camp  
Alyson B. Gal  
Ropes & Gray  
One International Place  
Boston, MA 02110-2624  
(617) 951-7000



SCHWARTZ, TOBIA & STANZIALE  
A Professional Association  
22 Crestmont Road  
Montclair, New Jersey 07042  
(201) 746-6000  
Attorney for Debtors

By: B.H. Becker  
BEN H. BECKER (BHB-6377)

FILED  
JAMES J. WALDRON, CLERK  
1992 JUL 23  
U.S. BANKRUPTCY COURT  
LARDEN, N.J.  
BY: bc DEPUTY

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

CHAPTER 11

CASE NO. 92-11191(JW)  
CASE NO. 92-11192(JW)  
CASE NO. 92-11193(JW)

In Re:

TRUMP'S CASTLE ASSOCIATES, et:  
al,  
Debtors.

**ORDER PROVIDING FOR TREATMENT OF CERTAIN CLAIMS FILED  
BY DONALD J. TRUMP, TRUMP'S CASTLE HOTEL & CASINO, INC.,  
TRUMP'S CASTLE ASSOCIATES, ROGER WAGNER,  
NICHOLAS RIBIS, ERNEST EAST AND JOHN BURKE**

This matter having been brought before the Court by Debtors' First Omnibus Motion to Disallow, Reduce and Expunge Claims, and in particular, certain claims filed by Donald J. Trump, Trump's Castle Hotel & Casino, Inc. (hereinafter "TCHI"), Trump's Castle Associates (hereinafter "TCA"), Roger Wagner, Nicholas Ribis, Ernest East and John Burke, returnable July 23, 1992, and all interested parties having been duly served, and there having been no papers filed in opposition to the relief

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sought, and the Court having reviewed the Supplementary Application setting forth the basis for the proposed treatment, and for good cause shown;

It is on this *24* day of ~~July~~ *August*, 1992 hereby

**ORDERED** that Claim No. 421 of Donald J. Trump against TCHI, Claim No. 530 of Donald J. Trump against TCA and Claim No. 531 of Donald J. Trump against TCF are to be expunged because the obligations, if any, upon which said claims are based have been assumed pursuant to the terms of the Plan of Reorganization; and it is further

**ORDERED** that Claim No. 412 of Donald J. Trump against TCHI, Claim No. 540 of Donald J. Trump against TCA, Claim No. 539 of Donald J. Trump against TCA and Claim No. 413 of Donald J. Trump against TCHI are to be allowed for the reasons set forth in the Debtors' Supplemental Application filed July 23, 1992, and they are to be treated in accordance with the terms of the Plan of Reorganization; and it is further

**ORDERED** that Claim No. 414 of TCHI against TCA should be allowed for the reasons set forth in the Supplementary Application, and it is further

**ORDERED** that Claim No. 538 of TCA against TCF, Claim No. 413 of TCA against TCF, Claim No. 419 of TCF against TCA are to be expunged because the bonds and notes upon which the claims are based have been cancelled and are of no further force and effect, and it is further

**ORDERED** that Claim Nos. 536, 537 and 416 of Roger

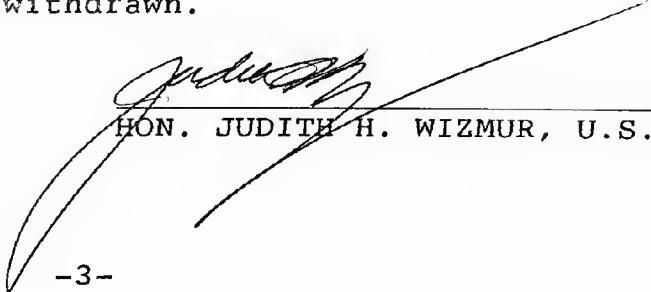
Wagner against TCA, TCF and TCHI respectively be and hereby are expunged because the obligations, if any, upon which said claims are based are assumed pursuant to the Plan of Reorganization, and Claim No. 90011 of Roger Wagner against TCA be and hereby are expunged, and it is further

**ORDERED** that Claim Nos. 527, 528 and 529 of Nicholas Ribis against TCA, TCF and TCHI are to be expunged because the obligations, if any, upon which said claims are based have been assumed pursuant to the terms of the Plan of Reorganization, and it is further

**ORDERED** that Claim Nos. 535, 534 and 422 of Ernest East against TCA, TCF and TCHI are to be expunged because the obligations, if any, upon which said claims are based have been assumed pursuant to the terms of the Plan of Reorganization; and it is further

**ORDERED** that Claim Nos. 532, 533 and 420 of John Burke against TCA, TCF and TCHI are to be expunged because the obligations, if any, upon which said claims are based have been assumed pursuant to the terms of the Plan of Reorganization, and it is further

**ORDERED** that the Debtors' motion to expunge Claim No. 172 of Fred Trump is hereby withdrawn.

  
\_\_\_\_\_  
HON. JUDITH H. WIZMUR, U.S.B.J.

B100BX (Rev. 8/91) SUPPLEMENTAL BANKRUPTCY CLOSING REPORT

Forward this form to:  
 Administrative Office of the United States Courts  
 Attn: Statistics Division—Bankruptcy  
 Washington, D.C. 20544

DIST. NO. 0312	1	OFF. NO. 1	2	YR-NUMBER 92-11192	3
DATE PETITION FILED		REOPENED		CHECK IF APPLICABLE Joint Petition	

NAME OF DEBTOR (Last, First, Middle) Trump's Castle Hotel and Casino, Inc.		NAME OF JOINT DEBTOR	
AKA/DBA		AKA/DBA CASE CONSOLIDATED WITH CASE NO. 92-11191	
SS or EMPLOYEE ID		SS or EMPLOYEE ID	
ADDRESS OF DEBTOR		ADDRESS OF JOINT DEBTOR	
NAME OF COUNTY	COUNTY CODE	NAME OF JUDGE	JUDGE CODE A349
			TRUSTEE CODE 5

DISPOSITION (CHECK ONE)		TERMINATED UNDER (CHECK ONE)	
1. Discharge Granted		1. Ch. 7	9. Ch. 12
2. Discharge Denied		4. Ch. 9	7. Ch. 13
3. Discharge Waived/Revoked		5. Ch. 11	8. Sec. 304
4. Discharge Not Applicable XXXX			
5. Petition Dismissed			
6. Transferred to Another District			

COMPLETE FOR CHAPTER 11 CASES ONLY

<input checked="" type="checkbox"/> 1 Plan Confirmed	100 % Dividend to Be Paid	<input type="checkbox"/> 1 Check box if future payments are contemplated under Chapter 11 Plan but percentage dividend is not determinable.
<input type="checkbox"/> 2 Plan Not Confirmed		

REPORT PREPARED BY (Name) Jeffrey P. Peirce	DATE REPORT PREPARED 8/10/94	DATE CASE CLOSED 8/10/94
--	---------------------------------	-----------------------------

13  1. TOTAL RECEIPTS AND DISTRIBUTIONS  
 (Do not complete below if amount is zero)

FEEES AND EXPENSES

- \$ \_\_\_\_\_ 2. Trustee Compensation
- \$ \_\_\_\_\_ 3. Fee for Attorney for Trustee
- \$ \_\_\_\_\_ 4. Other Professional Fees and All Expenses (Including Fee for Attorney for Debtor)

DISTRIBUTIONS

- \$ \_\_\_\_\_ 5. Secured Creditors
- \$ \_\_\_\_\_ 6. Priority Creditors
- \$ \_\_\_\_\_ 7. Unsecured Creditors
- \$ \_\_\_\_\_ 8. Equity Security Holders
- \$ \_\_\_\_\_ 9. Other Distributions (Including Payments to Debtor)

UNITED STATES BANKRUPTCY COURT

DISTRICT OF

New Jersey

(If Known)

In re: Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No.

91-11192  


See summary below for the list of schedules. Include Unsworn Declaration under Penalty of Perjury at the end.

GENERAL INSTRUCTIONS: Schedules D, E and F have been designed for the listing of each claim only once. Even when a claim is secured only in part or entitled to priority only in part, it still should be listed only once. A claim which is secured in whole or in part should be listed on Schedule D only, and a claim which is entitled to priority in whole or in part should be listed in Schedule E only. Do not list the same claim twice. If a creditor has more than one claim, such as claims arising from separate transactions, each claim should be scheduled separately.

Review the specific instructions for each schedule before completing the schedule.

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtors assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtors liabilities.

For the TAB office nearest you call: 800-672-3109 ext. 3009 or visit us online at www.uscourts.gov

Name of Schedule	Attached (Yes/No)	Number of sheets	Amounts Scheduled		
			Assets	Liabilities	Other
A - Real Property	Yes	1	0.00		
B - Personal Property	Yes	1	90.41		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		Unknown	
E - Creditors Holding Unsecured Priority Claims	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		Unknown	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No				N/A
J - Current Expenditures of Individual Debtor(s)	No				N/A
Total Number of Sheets of All Schedules		8			
Total Assets			90.41		
			Total Liabilities	0.00	

2

In re: Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No.

(if known)

**SCHEDULE A - REAL PROPERTY**

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
None				

**SCHEDULE B - PERSONAL PROPERTY**

Total ->

\$

(Report also on Summary of Schedules.)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand				
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.	N	Midlantic National Bank Metro Park Plaza 499 Thornall Street Edison, NJ 08818 Account No. 257-139-6		90.41
3. Security deposits with public utilities, telephone companies, landlords, and others.	N			
4. Household goods and furnishings including audio, video and computer equipment.	N			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	N			
6. Wearing apparel.	N			
7. Furs and jewelry.	N			
8. Firearms and sports, photographic, and other hobby equipment.	N			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	N			

**SCHEDULE B  
PERSONAL PROPERTY**  
(if known)

In re: Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No.

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
10. Annuities. Itemize and name each issuer.	N			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	N			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	N			
13. Interest in partnerships or joint ventures. Itemize.	N	.02% interest in Trump's Castle Associates		Unknown
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	N			
15. Accounts receivable.	N			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	N			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	N			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	N			
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	N			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	N			
21. Patents, copyrights, and other intellectual property. Give particulars.	N			
22. Licenses, franchises, and other general intangibles. Give particulars.	N			
23. Automobiles, trucks, trailers, and other vehicles and accessories.	N			
24. Boats, motors, and accessories.	N			
25. Aircraft and accessories.	N			
26. Office equipment, furnishings, and supplies.	N			
27. Machinery, fixtures, equipment, and supplies used in business.	N			
28. Inventory.	N			
29. Animals.	N			
30. Crops - growing or harvested. Give particulars.	N			
31. Farming equipment and implements.	N			
32. Farm supplies, chemicals, and feed.	N			
33. Other personal property of any kind not already listed. Itemize.	N			
(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules)			Total ->	\$ 90.41

continuation sheets attached

In re. Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No

(if known)

### SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under (Check one box)

- 11 U.S.C. § 522(b)(1): Exemptions provided in 11 U.S.C. § 522(d). Note: These exemptions are available only in certain states.
- 11 U.S.C. § 522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local law.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Not Applicable			



In re: **Trump's Castle Hotel and Casino, Inc** Debtor(s) Case No. (if known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO DE BT	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	C U D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION IF ANY
ACCOUNT NO. Midlantic National Bank Metro Park Plaza 499 Thornall Street Edison, NJ 08818			Loans to Trump's Castle Associates secured by pledge of Debtor's .02% partnership interest VALUE \$ Unknown	C U	Unknown	Unknown
ACCOUNT NO. Bankers Trust Co. Agent and Collateral Agent 280 Park Avenue New York, NY 10017			Loans to principal Debtor's .02% partnership interest in Trump's Castle Associates VALUE \$	C U	Unknown	Unknown
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			

continuation sheets attached

Subtotal -> \$ Unknown  
 (Total of this page)  
 Total -> \$  
 (use only on last page)

(Report total also on Summary of Schedules)

In re Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No.

(if known)

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPE OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

- Extensions of credit in an involuntary case  
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).
- Wages, salaries, and commissions  
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees, up to a maximum of \$2000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).
- Contributions to employee benefit plans  
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).
- Certain farmers and fishermen  
Claims of certain farmers and fishermen, up to a maximum of \$2000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(e)(5).
- Deposits by individuals  
Claims of individuals up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).
- Taxes and Certain Other Debts Owed to Governmental Units  
Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(7).

CREDITORS NAME AND MAILING ADDRESS INCLUDING ZIP CODE	ACCOUNT NO.	CO DEBIT	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C U O	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
Internal Revenue Service Special Procedures 970 Broad Street Newark, NJ 07102				For Notice Purposes	C U D	Unknown	Unknown
NJ Division of Taxation CN-248 Trenton, NJ 08625				For Notice Purposes	C U D	Unknown	Unknown
Subtotal -> (Total of this page)						\$	Unknown
Total ->						\$	

Continuation sheets attached.

(use only on last page of the completed Schedule E.) (Report total also on Summary of Schedules)

In re: **Trump's Castle Hotel and Casino, Inc.** Debtor(s) Case No. (if known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F

CREDITORS NAME AND MAILING ADDRESS INCLUDING ZIP CODE	ACCOUNT NO.	CO D E B T	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C U D	AMOUNT OF CLAIM
Donald J. Trump 725 Fifth Avenue New York, N.Y. 10022				100% of Common Stock		Unknown
All creditors listed in the Schedules of Trump's Castle Associates filed simultaneously herewith.					C U D	
Robert J. Del Tufo Attorney General's Office Hughes Justice Complex Trenton, NJ 08625				For Notice Purposes	C U D	Unknown
Jeremy D. Frey U.S. Attorney in Charge Camden, NJ Division 401 Market St., 5th Floor,				For Notice Purposes Camden, NJ 08101	C U D	Unknown

Continuation Sheets attached.

Subtotal -> \$  
 (Total of this page)  
 Total -> \$ Unknown

(use only on last page of completed Schedule F.)  
 (Report total also on Summary of Schedules)

Debtor

In re: Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No.

(If known)

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

In re: Trump's Castle Hotel and Casino, Inc.

Debtor(s)

Case No.

(if known)

### SCHEDULE H - CODEBTORS

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

In re: Trump's Castle Hotel and Casino, Inc. Debtor(s) Case No. (if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date Signature: \_\_\_\_\_ Debtor

Date Signature: \_\_\_\_\_ (Joint Debtor, if any) (If joint case, both spouses must sign.)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Assistant Treasurer (the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership) of the Corporation (corporation or partnership) named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 9 sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date 3/5/92

Signature: Tom Venier Thomas P. Venier, Assistant Treasurer (Print or type name of individual signing on behalf of debtor)

(An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.)

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

**SCHEDULE A**

**TWENTY (20) LARGEST UNSECURED CREDITORS**

None

**SCHEDULE B**  
**ALL CREDITORS**

See Schedules D, E & F Submitted Herewith



DEBTOR'S SUPPLEMENTAL BANKRUPTCY CLOSING REPORT

Forward this form to:  
 Administrative Office of the United States Courts  
 Attn: Statistics Division—Bankruptcy  
 Washington, D.C. 20544

DIST. NO. 0312	1	OFF. NO. 1	2	DOCKET NUMBER YR-NUMBER 92-11193	3
DATE PETITION FILED		REOPENED		CHECK IF APPLICABLE Joint Petition	4

DEBTOR

NAME OF DEBTOR (Last, First, Middle)  
**Trump's Castle Funding, Inc.**

AKA/DBA

SS or EMPLOYEE ID

ADDRESS OF DEBTOR

NAME OF COUNTY      COUNTY CODE

NAME OF JOINT DEBTOR

AKA/DBA  
**CASE CONSOLIDATED WITH  
 CASE NO. 92-11191**

SS or EMPLOYEE ID

ADDRESS OF JOINT DEBTOR

NAME OF JUDGE      JUDGE CODE  
 A349

TRUSTEE CODE

DISPOSITION (CHECK ONE)      7

1. Discharge Granted

2. Discharge Denied

3. Discharge Waived/Revoked

4. Discharge Not Applicable

5. Petition Dismissed

6. Transferred to Another District

TERMINATED UNDER (CHECK ONE)      8

1. Ch. 7	9. Ch. 12
4. Ch. 9	7. Ch. 13
5. Ch. 11	8. Sec. 304

COMPLETE FOR CHAPTER 11 CASES ONLY

1 Plan Confirmed      9

2 Plan Not Confirmed

100 % Dividend to Be Paid      10

1 Check box if future payments are contemplated under Chapter 11 Plan but percentage dividend is not determinable.

REPORT PREPARED BY (Name)  
**Jeffrey P. Peirce**

DATE REPORT PREPARED  
 8/10/94

DATE CASE CLOSED  
 8/10/94

13 \$ 0.00

**1. TOTAL RECEIPTS AND DISTRIBUTIONS**  
 (Do not complete below if amount is zero)

**FEEES AND EXPENSES**

- \$ \_\_\_\_\_ 2. Trustee Compensation
- \$ \_\_\_\_\_ 3. Fee for Attorney for Trustee
- \$ \_\_\_\_\_ 4. Other Professional Fees and All Expenses (Including Fee for Attorney for Debtor)

**DISTRIBUTIONS**

- \$ \_\_\_\_\_ 5. Secured Creditors
- \$ \_\_\_\_\_ 6. Priority Creditors
- \$ \_\_\_\_\_ 7. Unsecured Creditors
- \$ \_\_\_\_\_ 8. Equity Security Holders
- \$ \_\_\_\_\_ 9. Other Distributions (Including Payments to Debtor)

UNITED STATES BANKRUPTCY COURT

DISTRICT OF New Jersey

In re: Trump's Castle Funding, Inc.

Debtor(s)

Case No.

(If Known)

92-11193

See summary below for the list of schedules. Include Unsworn Declaration under Penalty of Perjury at the end.

GENERAL INSTRUCTIONS: Schedules D, E and F have been designed for the listing of each claim only once. Even when a claim is secured only in part or entitled to priority only in part, it still should be listed only once. A claim which is secured in whole or in part should be listed on Schedule D only, and a claim which is entitled to priority in whole or in part should be listed in Schedule E only. Do not list the same claim twice. If a creditor has more than one claim, such as claims arising from separate transactions, each claim should be scheduled separately.

Review the specific instructions for each schedule before completing the schedule.

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

Name of Schedule	Attached (Yes/No)	Number of sheets	Amounts Scheduled		
			Assets	Liabilities	Other
A - Real Property	Yes	1	0		
B - Personal Property	Yes	1	\$290,822,000		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	65		335,026,326	
E - Creditors Holding Unsecured Priority Claims	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		Unknown	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of All Schedules		72			
Total Assets			290,822,000		
			Total Liabilities	335,026,326	

2.

### SCHEDULE A - REAL PROPERTY

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
None				

### SCHEDULE B - PERSONAL PROPERTY

Total -> \$

(Report also on Summary of Schedules.)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand				
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.	N	Midlantic National Bank Metro Park Plaza 499 Thornall Street Edison, NJ 08818 Account No. 257-138-8		2,000.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	N			
4. Household goods and furnishings including audio, video and computer equipment.	N			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	N			
6. Wearing apparel.	N			
7. Furs and jewelry.	N			
8. Firearms and sports, photographic, and other hobby equipment.	N			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	N			

**SCHEDULE B  
PERSONAL PROPERTY**

1/7/74

Trump's Castle Funding, Inc.

Debtor(s)

Case No.

(if known)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
10. Annuities. Itemize and name each issuer.	N			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	N			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	N			
13. Interest in partnerships or joint ventures. Itemize.	N			
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	N			
15. Accounts receivable.	N			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	N	Mortgage Notes Receivables from Trump's Castle Associates		290,820,000
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	N			
18. Equitable or future interests, life estate, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	N			
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	N			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	N			
21. Patents, copyrights, and other intellectual property. Give particulars.	N			
22. Licenses, franchises and other general intangibles. Give particulars.	N			
23. Automobiles, trucks, trailers, and other vehicles and accessories.	N			
24. Boats, motors, and accessories.	N			
25. Aircraft and accessories.	N			
26. Office equipment, furnishings, and supplies.	N			
27. Machinery, fixtures, equipment, and supplies used in business.	N			
28. Inventory.	N			
29. Animals.	N			
30. Crops - growing or harvested. Give particulars.	N			
31. Farming equipment and implements.	N			
32. Farm supplies, chemicals, and feed.	N			
33. Other personal property of any kind not already listed. Itemize.	N			

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules)

Total ->

\$ 290,822,000

continuation sheets attached

In re: Trump's Castle Funding, Inc.

Debtor(s) Case No.

(if known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO DEB T	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	C O U N D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION IF ANY
ACCOUNT NO. First Bank National Assoc. Trustee			June 27, 1985 Series A-1 First Mortgage Bond Casino/Hotel VALUE \$ Unknown		204,120,000 34,592,716	Unknown
ACCOUNT NO. 200 South 6th Street Minneapolis, MN 55402 see Schedule D (64 pages)			June 27, 1985 Series A-2 First Mortgage Bond Casino/Hotel VALUE \$ Unknown		85,529,000 10,784,610	Unknown
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			
ACCOUNT NO.			VALUE \$			

continuation sheets attached

Subtotal -> \$  
(Total of this page)  
Total -> \$  
(use only on last page)

\$	335,026,326
\$	335,026,326

(Report total also on Summary of Schedules)

In re **Trump's Castle Funding, Inc.**

Debtor(s)

Case No.

(if known)

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPE OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

- Extensions of credit in an involuntary case  
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).
- Wages, salaries, and commissions  
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees, up to a maximum of \$2000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(e)(3).
- Contributions to employee benefit plans  
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).
- Certain farmers and fishermen  
Claims of certain farmers and fishermen, up to a maximum of \$2000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).
- Deposits by individuals  
Claims of individuals up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).
- Taxes and Certain Other Debts Owed to Governmental Units  
Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(7).

CREDITORS NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO DEB T	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C U D	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO. Internal Revenue Service Special Procedures 970 Broad Street Newark, NJ 07102			For Notice Purposes	C U D	Unknown	Unknown
ACCOUNT NO. NJ Division of Taxation CN269 Trenton, NJ 08646			For Notice Purposes	C U D	Unknown	Unknown
ACCOUNT NO.						
ACCOUNT NO.						
ACCOUNT NO.						
Subtotal -> (Total of this page)					\$	Unknown
Total ->					\$	Unknown

Continuation sheets attached.

(use only on last page of the completed Schedule E.) (Report total also on Summary of Schedules)

In re. Trump's Castle Funding, Inc.

Debtor(s)

Case No.

(if known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO DE BT	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	C U D	AMOUNT OF CLAIM
ACCOUNT NO.					
Trump's Castle Associates Brigantine Blvd & Huron Ave Atlantic City, NJ 08401			100% Common Stock Interest Guarantee of Debtor's obligation	C U	Unknown Unknown
ACCOUNT NO.					
Robert J. Del Tufo Attorney General's Office Hughes Justice Complex Trenton, NJ 08625			For Notice Purposes	C U D	Unknown
ACCOUNT NO.					
Jeremy D. Frey U.S. Attorney in Charge Camden, NJ Division 401 Market St., 5th Floor Camden, NJ 08101			For Notice Purposes	C U D	Unknown
ACCOUNT NO.					
Schwartz & Kauffman c/o Michael Cohen, Esq. 21 Ernston Rd Box 200 Parlin, NJ 08859			Bondholders litigation.	C U D	Unknown
ACCOUNT NO.					
Stuyvesent c/o Edward Labaton 122 E. 42nd St New York, N.Y. 10168			Bondholders litigation	C U D	Unknown
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					
ACCOUNT NO.					

Continuation Sheets attached.

Subtotal ->  
(Total of this page)

\$ Unknown

Total ->

\$ Unknown

(Use only on last page of completed Schedule F.)  
(Report total also on Summary of Schedules)



In re: Trump's Castle Funding, Inc.

Debtor(s)

Case No.

(if known)

### DECLARATION CONCERNING DEBTOR'S SCHEDULES

#### DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date

Signature: \_\_\_\_\_  
Debtor

Date

Signature: \_\_\_\_\_  
(Joint Debtor, if any)  
(If joint case, both spouses must sign.)

#### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Assistant Treasurer (the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership) of the Corporation (corporation or partnership) named as debtor in this case declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 72 sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date

3/5/92

Signature: Tom Venier

Thomas P. Venier, Assistant Treasurer  
(Print or type name of individual signing on behalf of debtor.)

(An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.)

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.



NAME OF DEBTOR (Last, First, Middle) <b>Trump's Castle Associates</b>		0312	OFF. NO. 1	DOCKET NUMBER
AKA/DBA		DATE PETITION FILED	REOPENED	YR-NUMBER 92-11191
SS or EMPLOYEE ID		CHECK IF APPLICABLE Joint Petition		
ADDRESS OF DEBTOR		CASE CONSOLIDATED WITH CASE NOS. 92-11192 and 92-1119		
NAME OF COUNTY		NAME OF JOINT DEBTOR		
COUNTY CODE		AKA/DBA		
DISPOSITION (CHECK ONE)		SS or EMPLOYEE ID		
1. Discharge Granted 7		ADDRESS OF JOINT DEBTOR		
2. Discharge Denied		NAME OF JUDGE		
3. Discharge Waived/Revoked		JUDGE CODE A349 5		
XXXX 4. Discharge Not Applicable		TRUSTEE CODE 6		
5. Petition Dismissed		TERMINATED UNDER (CHECK ONE) 8		
6. Transferred to Another District		1. Ch. 7		
		4. Ch. 9		
		7. Ch. 13		
		XXXX 5. Ch. 11		
		8. Sec. 304		
COMPLETE FOR CHAPTER 11 CASES ONLY				
<input checked="" type="checkbox"/> 1 Plan Confirmed		100 % Dividend to Be		
<input type="checkbox"/> 2 Plan Not Confirmed 9		Paid 10		
REPORT PREPARED BY (Name) Jeffrey P. Peirce		Check box if future payments are contemplated under Chapter 11 Plan but percentage dividend is not determinable. 11		
		DATE REPORT PREPARED 8/10/94		DATE CASE CLOSED 8/10/94

13 \$1,534,459.00 **1. TOTAL RECEIPTS AND DISTRIBUTIONS**  
(Do not complete below if amount is zero)

**FEES AND EXPENSES**

- \$ \_\_\_\_\_ 2. Trustee Compensation
- \$ \_\_\_\_\_ 3. Fee for Attorney for Trustee
- \$ 1,534,459.00 4. Other Professional Fees and All Expenses (Including Fee for Attorney for Debtor)

**DISTRIBUTIONS**

- \$ \_\_\_\_\_ 5. Secured Creditors
- \$ \_\_\_\_\_ 6. Priority Creditors
- \$ \_\_\_\_\_ 7. Unsecured Creditors
- \$ \_\_\_\_\_ 8. Equity Security Holders
- \$ \_\_\_\_\_ 9. Other Distributions (Including Payments to Debtor)